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A WEEKLY JOURNAL.

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### Summary.

WE give a portrait and biographical sketch of the late Mr. W. Ainslie.

THE notable feature about commercial matters this week is the position of opium, upon which we make editorial comment.

WE print a reply from "A Chemist's Wife" to her critics of last week, and we have other correspondence on the same subject.

AT the Chemists' Assistants' Association an interesting paper was communicated on English pharmacy as it exists in Italy.

AT the Nottingham Magistrates' Court a chemist has been fined 10s. for refusing to allow a weights and measures inspector to examine the scales in his back room.

MR. GEDDES has brought an action against his old antagonist, Mr. Stephens, alleging malicious imprisonment and claiming damages. We report the first stage of this case.

THE manufacture of aloin by published processes does not come out very satisfactorily, and Mr. Lewis Ough, of Leicester, shows in this issue the steps which should be taken to produce a good crystallisable product.

A DUBLIN clergyman has made a rather bitter attack from his pulpit on the practice of chemists in substituting one drug for another in prescriptions. The President of the Irish Pharmaceutical Society is endeavouring to induce him to substantiate his charges or to withdraw them.

THE Carbolic Smoke-ball Company having appealed against the decision of the High Court, awarding 100s. to a person who used the smoke-ball unsuccessfully, the Judges of the Court of Appeal dismissed the case, holding that the use of a smoke-ball according to directions was acceptance of the contract on the plaintiff's part, and refusing to consider the wager and insurance arguments advanced by the company's counsel.

AT the meeting of the Pharmaceutical Council on Wednesday it was resolved that the Board of Examiners for England and Wales should be reduced to twelve in number; it is now thirteen owing to the retirement of Mr. Bowen. Mr. Storror complained about the arithmetic questions in the Preliminary examination. Regulations for the Orphan Fund were approved, and it was stated that there is to be no express solicitation for subscriptions. Donations to this fund were announced, also a bequest of 250s. from Mr. Barker, and a donation of 63s. from Mr. A. Bird to the Benevolent Fund. Mr. Ernest Hart has addressed a letter to the President regarding the non-publication of settled cases of infringement, to which Mr. Flux, the solicitor, has replied.

### CIRCULARS TO THE TRADE.

On January 28, 1893, we shall give advertisers an opportunity for distributing circulars to the trade in the most effective and profitable manner known—viz., by stitching them up in

### OUR WINTER ISSUE.

This number of THE CHEMIST AND DRUGGIST will present all the attractiveness which has characterised and made previous issues so popular. The publisher is now booking orders for the insertion of circulars, and he will furnish particulars and terms on application. It is none too soon to begin preparing circulars. The close of the year will show what branches of business it is desirable to push in the spring, and the start cannot be given better than by a business-like circular. The repeat-orders which we receive, and the new business which our advertisers have drawn from all parts of the world, are the best evidence of the sterling value of the circulation which we provide.

### Next Week.

Secretaries of Associations and Societies should give the Editor post-card notice of meetings to be held, and the business to be transacted thereat, by Wednesday of the week before.

WEDNESDAY, DECEMBER 14.—Brighton Junior Association of Pharmacy, 1 Sillwood Terrace, at 8.45 P.M. Social and musical evening.

WEDNESDAY, DECEMBER 14.—Pharmaceutical Society, 17 Bloomsbury Square, W.C. Evening meeting at 8.30 P.M. Papers by Mr. E. M. Holmes and others.

THURSDAY, DECEMBER 15.—Chemists' Assistants' Association, 103 Great Russell Street, W.C. Musical and social evening.

THURSDAY, DECEMBER 15.—Dundee Chemists', Assistants', and Apprentices' Association. Debate: "Is the position of Chemists' Assistants improving?"

THURSDAY, DECEMBER 15.—Liverpool Pharmaceutical Students' Association, Botanical Laboratory, University College, at 8 P.M. Short papers: T. O. Sproatt, "Oils of Eucalyptus"; Fred. Walker, "Cannabis Indica"; J. Bailey, "A Village Pharmacy."

ABSORPTION OF GASES BY METALS.—Lead has the power of absorbing hydrogen like some other metals. The ratio per unit volume of metal is: Lead, 0.15; palladium, 502.35; spongy platinum, 29.95; platinum black, 49.30; gold, 46.32; silver, 0.00; copper, 4.81; aluminium, 2.72; iron, 19.17; nickel, 16.85; cobalt 153.00.



## English News.

### British Medical Association.

For the first time for many years the next annual meeting of this Association will be opened in August—viz., on the 1st of the month, at the University of Durham College of Medicine, Newcastle-on-Tyne. The museum will be made a special feature. The commercial part will be placed in the chemical laboratory of the College of Science, a large, lofty, and beautiful room.

### Royal Society.

The anniversary meeting of the Royal Society was held on St. Andrew's Day, when the following, amongst others, were appointed members of the Council:—Professor I. Bayley Balfour, Dr. W. H. Perkin, the Marquis of Salisbury, and Professor W. A. Tilden. Lord Kelvin, the president, mentioned that during the year twenty-seven Fellows and five foreign members had died—"a sadly great number." The youngest amongst these Fellows was Professor Dittmar, 59, and the oldest Sir G. B. Airy and Sir F. C. Knowles, each of whom had attained his 90th year.

### The Islington Drug-contract.

The question as to who should supply the drugs for the parish purposes came up at the meeting of the Islington Board of Guardians on December 1. The Chairman (Mr. J. S. Furlong) said for four or five years they had advertised for tenders for the supply of drugs to the parish, but on every occasion the same firm had obtained the contract. Was it any use to advertise again, when the result would be the same as before? Mr. Stonelake: That is very unfair. The Chairman said the firm from whom they had the drugs had always been the best, and in his opinion it was useless to advertise for tenders year after year. He thought they should go on with the present contractors for another year. Mr. Stonelake did not think this was right. The Chairman: If you go on with this firm for two years and then advertise again, these people always get the contract. Mr. Stonelake: I know they do. Mr. Walkley: I move that they be asked to supply the drugs for another year at the same price. This was carried, and the Chairman said they would advertise next year. The present contractors are Messrs. Herrings.

### Chemical-manufacturers' Scales and Weights.

Correspondence has recently passed between the Manchester Chamber of Commerce and the Corporation of that city respecting the inspection of scales and weights used by chemical-manufacturers solely for mixing proportional quantities of raw materials in process of manufacture. These are subject by corrosive action to become inaccurate, though not sufficiently so to unfit them for this particular purpose. In a final reply the Committee of Weights and Measures has informed the Chamber that scales and weights used only in the manner described will not be considered as being in use for trade within the meaning of the Weights and Measures Act, 1878, if they are kept apart from those employed for trade purposes.

### Burglary at a Chemist's Shop.

Early on the morning of November 30 the shop of Mr. William Bratley, chemist, Market Place, Pontefract, was burglariously entered. The burglar or burglars forced an entrance to the premises by the back door, the fastenings of which were of an unusually formidable description. Once in, the thieves could easily get into the shop. There was only about 7s. in change left in the cash-drawer, and this is about the extent of the burglars' "lift." The desk in the shop had been wrenched open, apparently with a chisel. The burglars got clear away.

### Glycerine and Tobacco making.

Richard Henry Coad, tobacco-manufacturer, of 113 Aldersgate Street, was fined 40s. at Clerkenwell Police Court on a prosecution by the Excise authorities for having had in his possession at his premises "a liquid or preparation which was used, or capable of being used, to increase the weight of

tobacco"—viz., 5 gallons of glycerine—contrary to the statute. Mr. Dennis, who prosecuted for the Excise, said the statute provided that a tobacco-manufacturer was not allowed to keep on his premises any substance of the kind in a larger quantity than was legitimately required by him for family use. Glycerine was sometimes used illegally for the purpose of making tobacco appear of a better quality than it really was, and also to increase its weight. It might be used to the extent of 4 or 5 per cent. Mr. Ricketts, solicitor for the defence, said the glycerine was not employed in an illegitimate way. The defendant used it simply to lubricate the plates of his tobacco-rolling machines. The Act permitted the use of olive oil in tobacco-making, and the defendant substituted glycerine because it adhered less to the tobacco in rolling it than did oil. Mr. Horace Smith said, though the defendant might not have used the glycerine to add weight to his tobacco, he was nevertheless liable.

### An Opium-eater's Suicide.

An inquest was held at Birmingham on December 2 concerning the death of George Hall, aged 72, who had cut his throat with a razor. Hall was formerly a soldier. He had been staying at a model lodging-house, and was found one day last week in his room with a severe wound in the throat. To Dr. Lucas, at the General Hospital, where he died, Hall said, "I have been taking opium for the last four years. It was on leaving the army that I met a young man, to whom I explained that I suffered from severe headache. He advised me to take opium, and I said to him, 'Won't it grow upon me?' He replied, 'No.' I have heard since that he hanged himself. I took to eating the drug, and from day to day I swallowed increased doses, until I could take 1 drachm every day. When my money became short and I was unable to get any more opium, my life became a misery. I craved for it without effect, and as I could not exist any longer without it, I cut my throat." Dr. Lucas was of opinion that the deceased was a confirmed opium-eater, and that the stoppage of his allowance had made him commit suicide. The jury returned a verdict of suicide while temporarily insane.

### Arsenic Production.

In the Chancery Division of the High Court of Justice on December 2, before Mr. Justice Kekewich, Mr. Warrington, Q.C., said he had a motion in the matter of *Locke v. Trythall*, for an injunction to restrain the defendant from manufacturing arsenic in any form whatever on certain premises known as the Carnon Chemical-works, situated in the parish of Kea, Cornwall, in such a manner as to allow the escape of any noxious fumes so as to damage the plaintiff's cattle. On the application of Mr. Ingle Joyce, who represented the defendant, the motion was ordered to stand over for a week.

### A Chemist and his Tailor's Bill.

In the City of London Court, on Monday, before Mr. Commissioner Kerr, an action was brought by Mr. T. C. Clare, tailor, Fetter Lane, E.C., against Mr. Stevenson, chemist, of 14 Basinghall Street, E.C., to recover the sum of 47. 4s. for clothes supplied to him. Mr. Stevenson stated that he had returned the clothes to the plaintiff as they did not fit. The plaintiff's manager gave him an undertaking to supply him with other clothes, and that had never been done. Mr. Solomon Myers, solicitor for the plaintiff, informed the Court that their manager had absconded, and therefore he could not call him. Mr. Commissioner Kerr: Probably he has also taken these clothes with him. You must be nonsuited; but it is not a case for costs.

### Mrs. Sarah Vickers Prepares a Mixture.

Mrs. Sarah Vickers, who lives at Sheffield, affects to have a knowledge of medicine, and when the infant son of a neighbour, named Graves, had a cough she prescribed for it. She went to the shop of Mr. George Dale, chemist and druggist, Carbrook, and obtained a pennyworth of magnesia, a pennyworth of Turkey rhubarb, a pennyworth of manna, a pennyworth of oil of aniseed, and a pennyworth of laudanum, the latter two being mixed together. The whole she styled "Hawthorn mixture," and the mother gave the child a teaspoonful at a time diluted with a little water. The babe



had a dose on Saturday night, and the next morning it was found dead. The side of its face on which it was lying was discoloured, its arms were close to its sides, and the fingers were tightly clasped. The mother said at the inquest that she had no knowledge that the mixture contained laudanum, and Mrs. Vickers explained that when she made it up she added to it a pint of water. The Deputy-Coroner told her she had done a very dangerous thing in mixing poison for children, and she had better drop the practice or she might get into very serious trouble. In his opinion Mr. Dale had acted very wrongly in selling the poison, and the practice of giving such a drug to children ought to be absolutely prohibited. He would remind Mr. Dale that under a recent interpretation of the law it was an offence to sell laudanum without a label marked distinctly "Poison." As there appeared to have been no intentional neglect on the part of anyone, a verdict of death from convulsions was returned.

#### Alleged Embezzlement by a Chemist.

Wm. Seymour Gandy, chemist and druggist, Stockport Road, Gee Cross, was charged at Hyde Police Court on Tuesday, under a warrant, with embezzling on April 10, 1892, 3*l.* 16*s.* and 1*l.* 9*s.*, and on August 1, 1892, 2*l.* 18*s.* 7*d.*, the moneys of his employers, Messrs. J. Hulme & Co., wholesale chemists and druggists, Oldham. It was stated in evidence that the prisoner had been in the employ of the company since June, 1891, as commercial traveller. He had to devote his whole time to the business of the company, and from time to time to render accounts. Mr. Williamson, managing director to the company, said he had found several accounts received by prisoner from Hyde and Heywood not accounted for by him to the firm. The case was remanded.

#### Relaxation.

The day students of the Northern School of Pharmacy, Manchester, were entertained to a supper and musical evening recently by the principal, Mr. Clayton. Between thirty and forty sat down to supper, and a very successful programme of music was afterwards performed. A hearty vote of thanks was passed to Mr. Clayton.

#### The Christmas Holidays.

THE CHEMIST AND DRUGGIST office will be closed on the Monday and Tuesday following Christmas. A similar announcement is made by Messrs. Allen & Hanburys (offices and works), Burroughs, Wellcome & Co., E. Crawshaw & Co., S. Maw, Son & Thompson, and Potter & Clarke.

#### The Strand Dispenser's Salary.

At the meeting of the Strand Guardians, on Tuesday, Mrs. Evans moved "That the resolution of the Board increasing the salary of Mr. T. H. H. Hobbs, the dispenser at the workhouse and schools, from 120*l.* to 150*l.* per annum, be rescinded." Mr. Dart seconded the proposition. Mr. R. Walker characterised the course adopted by Mrs. Evans as unprecedented. Only the previous week the Guardians, after an exhaustive debate, decided by a large majority to ask the Local Government Board's consent to their increasing the salary of Mr. Hobbs; and now, before they had an opportunity of carrying their resolution into practice, she sought to have it rescinded. Mr. Hobbs had to dispense altogether for 1,338 persons, and the large number of persons in the workhouse who were always ailing made the duties of the office very heavy. Only three voted in favour of Mrs. Evans's proposal, which was therefore lost.

#### Carbolic poisoning.

A lady's maid at Bath and a domestic servant at Liverpool have ended their days this week with draughts of carbolic acid.

#### Theft of Condry's Fluid.

At the Clerkenwell Police Court on Wednesday, before Mr. Horace Smith, William Brown, packer in the employ of Condry & Mitchell (limited), was brought up on remand charged with being concerned with another man, not in custody, in stealing ten gross of Condry's fluid, value 50*l.*, the property of his employers. John Dare, grocer and oilman, of 47 Spencer Street, Goswell Road, was also again brought up charged with feloniously receiving between October, 1891, and September last eighty gross of Condry's fluid, value 400*l.* John

Plumb, drysalter and oilman, of Rhodes Street, Holloway, said in October last year he purchased from the prisoner Dare eight gross and 2½ dozen of Condry's fluid at 66*s.* a gross. He paid Dare 27*l.* Early in the present year he again purchased from Dare 9½ gross of Condry's fluid, for which he paid 31*l.* 7*s.* In February last he saw Dare again, and arranged to purchase three gross and 4½ dozen more of the fluid for 11*l.* 4*s.* 6*d.* He asked Dare where he got it from, and he said he got it through a shipping and advertising agent, and that was the reason he could take such a low price for it, as the agent took part payment in cash and part in advertisements. In April witness saw Dare, who asked him if he could do with any more of Condry's fluid. He said he had both red and green fluid, and witness agreed to take both lots, consisting of over seven gross of the red fluid and four gross of the green fluid. He paid the prisoner for them 30*l.* 19*s.* on April 7, being 23*l.* 15*s.* for red fluid and 7*l.* 4*s.* for the green, the latter at 35*s.* per gross. Later on in the same month he bought from Dare eight gross six and three quarter dozen more of the red fluid, for which he paid 28*l.* 2*s.* 6*d.*, at the former rate. In June last he again purchased from the prisoner nine gross, for which he paid 29*l.* 13*s.* In July or August he again saw Dare, who told him he had no more of the fluid, and was not likely to have any. All the fluid he purchased was of the red colour, except the four gross of green mentioned. He had since sold nearly all the goods purchased from Dare. Shortly afterwards Inspector Davidson called upon him. Subsequently Dare called, and witness told him inquiries had been made about Condry's fluid by the police, who said it had been stolen. Dare said he had bought and paid for it, and held receipts. Some of the fluid witness sold to Shirliff & Co., of Goldhawk Road, Shepherd's Bush, at 76*s.* per gross; and some to Messrs. Lorimer & Co., of Britannia Row, Islington, at 73*s.* a gross. He also sold about one gross to Mr. Aldridge, of Islington Green. The witness said he had been a customer of Messrs. Condry & Mitchell direct. He paid about 7*s.* 5*d.* per dozen for small quantities. He was not aware that they never sold it at a less price than that.

Henry Price, of the chemical department of Messrs. Condry & Mitchell, said that the prisoner Brown was warehouseman and foreman packer, and it was his duty to see to the loading of the vans, and he was responsible for all goods leaving the premises. It was Brown's duty to lock up the premises at night and open them in the morning. On Saturday evening, July 30, Brown and Peace came to witness's house with a note from Mr. Mitchell which they had got from the warehouse. Witness asked them how they came to be at the warehouse. Brown said the reason they were there was because a van was too late to deliver goods at the wharf on Friday evening and had brought them back to the warehouse, and they had to send them away on the Saturday. Witness said he had seen Dare outside the works at various times. There was no entry in the books of ten casks of Condry's fluid delivered to Grainger's, Liverpool Road, in July last, or of five casks delivered to Ray's, of Fleet Street, or any entry of any goods whatever being delivered to Dare. He had never heard of Dare being a customer of the company.

The case was then adjourned to Tuesday next.

#### Pilfering from Chemists.

Louisa Andrews, a servant-girl, 19, was charged last week before the Brentford Bench with having stolen two bottles of perfume and a packet of violet-powder, value 2*s.* 6*d.*, from the counter of Mr. Frederick Henry Fresson, chemist. The Magistrates bound her over to come up for judgment when called upon.

At the Ripley Petty Sessions, on Monday, two little boys were charged with stealing two babies' comforters from the shop of Mr. J. W. Chapman, chemist, and with another theft from a draper's shop. Fined 5*s.* each, with costs.

At Hanley Police Court on Friday, three children, from 9 to 14 years of age, were charged with having stolen two bottles of scent, the property of Walter Hartle, chemist, Snow Hill, on December 1. They took the articles from the counter while being served with some part of a feeding-bottle. The children pleaded guilty. One girl was discharged, the elder one was fined 8*s.*, and a boy was fined 5*s.* and costs.



### A Chemist Fined 10*l*. for Obstructing a Weights and Measures Inspector.

At the Nottingham Magistrates' Court last Saturday, Mr. James Chambers, chemist and druggist, of Eastwood, was charged with obstructing Inspector Story from going on his premises, on November 21, to inspect his weights and measures, and with refusing to produce his weights and measures for the purpose of inspection. The defendant pleaded not guilty.

Inspector Story in his evidence stated that when he went to examine the weights and scales, Mr. Chambers, pointing to the scales on the counter, said, "There they are, then." He examined the scales, and then asked defendant if he had any more. After some hesitation Mr. Chambers said, "Yes, I have," but refused to produce them, saying they were in a room beyond the shop. Witness said he must employ his right of search and go to examine them. Accordingly he went behind the counter and opened the door of the room, but Mr. Chambers jumped between him and the door, and pushed him forcibly back. Through the open door witness saw the scales which defendant would not let him examine. Cross-examined, witness said the scales in the shop were correct. Defendant told him that the storeroom, where the other scales were, was a private room, but there were bottles of drugs in it. The scales were dispensing-scales.

Mr. Chambers considered Inspector Story's account shamefully inaccurate. He did not deny that there were scales in the room, but questioned the inspector's right to go there. He was in the room when the inspector called, and on returning into the shop found him examining the counter-scales. The inspector suddenly became excited, and said there were scales in the private room which he must examine. He then rushed round the counter and said he had a right to go where he liked; he shouted out that the scales were unjust, and his manner was most violent. All defendant did was to refuse the inspector admittance to the private room. The inspector's conduct was overbearing and insolent, and had he acted differently defendant would have quietly told him he must decline to produce for examination the scales in the private room. The scales were not in use for the purposes of trade—at any rate, they were not used for serving customers. He employed them simply for making up large quantities of proprietary articles. He called Reuben Witham, who corroborated his statement. Cross-examined by the inspector, Witham said he never heard him quietly ask Mr. Chambers to produce his scales out of the private room, nor say that he did not want to go into the private room, but only to see the scales.

Mr. Francklin, the Chairman, gave the inspector the opportunity to controvert Mr. Chambers's charge of intemperance of demeanour, but he did not respond. The Magistrates retired to consider their decision. On their return Mr. Francklin said the Bench had gone through the Act very particularly. The defendant, in their opinion, had clearly committed a breach of the Act. He had obstructed the inspector, and had neglected to produce his scales when called upon to do so. Defendant must take the consequences of his acts. He was not a man of low position, but a man of character and standing. He must pay a fine of 10*l*.

### Irish News.

#### Evening Meeting of the Pharmaceutical Society.

The lecture announced to be delivered at the Society's house in Mount Street, on December 6, by Dr. MacDowel Cosgrave, one of the examiners of the Society, did not come off, owing to the unexplained absence of the lecturer. In order not to entirely disappoint the assembled audience, Dr. Burnes gave an interesting impromptu explanation of the functions of the digestive organs. The President (Mr. Hayes) occupied the chair.

#### Contractors Appointed.

Messrs. Thacker & Hoffe (Limited), wholesale druggists, Dublin, have obtained the contract for supply of drugs, &c., to the Richmond Lunatic Asylum, Dublin, and also to the Meath Hospital and County Dublin Infirmary.

### A Waterford Drug Company.

The limited company lately floated as Robt. Poole & Co., druggists, &c., Waterford, are not offering any of their shares for public subscription, as all the shares, amounting to 3000*l*., have been taken up by members of the Poole family.

### The Church Militant: A Serious Charge.

The curate of a Protestant church in one of the most populous and influential parishes in the south side of Dublin, when late'y preaching on the subject of insincerity, instanced the case of the chemist who substitutes "what may be analogous for what is ordered by the doctor in a prescription," and went on to say, "You may say this never happens, but I can tell you of five or six persons who would be alive to-day if this substitution on the part of the chemist was not done." This serious and damaging assertion from the pulpit led two members of the congregation, both pharmaceutical chemists, to interview the rev. gentleman, and ask him to either substantiate or withdraw his statement; but so unsatisfactory was his explanation that the matter was brought under the notice of the President of the Pharmaceutical Society, who is at present in correspondence with the clergyman, and intends publishing the letters when complete.

### The Society's Pharmacy.

The Council of the Pharmaceutical Society have decided on spending the sum of 200*l*. on fixtures and bottles to fit up a pharmacy in the examination-hall of the Society. It is expected that the pharmacy will be complete before the January examinations.

### Police do not Accept Fines.

The fines inflicted on defendants for breaches of the Pharmacy Act, in which the members of the Royal Irish Constabulary are prosecutors, are payable, under the provisions of the Act, one-third to the prosecutor and two-thirds to the Society; but the constabulary authorities have refused to allow their officers to personally accept the amount, and have ordered that the share of such fines be applied to the charitable institutions of the force.

### Scotch News.

#### A Bankrupt Chemist.

John Johnstone Gray, chemist and druggist, Cul's, was to have been examined in bankruptcy on December 2 before Sheriff Brown, in Aberdeen Sheriff Court, but Mr. John Croll, solicitor, appeared and stated that the trustee did not wish to examine the bankrupt. Gray had gone to Winnipeg, Canada, and at the request of Mr. Croll the Sheriff granted a commission to have the statutory oath administered to the bankrupt by a Justice of the Peace in Canada.

#### Lead in Aërated Waters.

At Aberdeen Sheriff Court on December 2, James Marr, lemonade manufacturer, Aberdeen, was charged with having sold three bottles of lemonade and three bottles of soda-water which contained lead, the lemonade to an extent of 1.2 grain per gallon, and the soda-water to an extent of 0.75 grain per gallon. The defendant pleaded guilty, but his solicitor said his client, when the last prosecutions were before his Lordship, got his plant improved so as to prevent anything of the nature of lead passing into the aërated water while being manufactured. However, from some cause or other which he was not aware of, lead had again got into the water. The only cause to which he could attribute this was the existence of a lead pipe which passed from the main water-pipe into his building. All the other vessels were made of block tin. The Sheriff: Who is responsible for the lead pipe? Mr. Wilson said he supposed it was the proprietor of the house. Since his attention had been directed to this matter the cause of complaint would be remedied as soon as possible. Mr. Lamb, who prosecuted, said the accused had been warned before, although this was the first time he had been in court. The quantities



of lead were particularly large. The Sheriff said he need hardly point out the serious nature of the offence. The fine would be 3*l.*, with the option of fourteen days' imprisonment.

#### Glasgow Pauper Medicines.

At the monthly meeting of the Glasgow City Parochial Board, held on Monday last, the Medical Committee reported that the following four offers for the supply of medicines had been received:—The New Apothecaries' Company, 62*l.* 5*s.* 4*d.*; Messrs. Brown Brothers & Co., 60*l.* 9*s.* 1*d.*; the Glasgow Apothecaries' Company, 60*l.* 7*s.* 3½*d.*; and Messrs. W. and R. Hatrick & Co., 58*l.* 13*s.* 11*d.* Messrs. Hatrick's offer, being the lowest, was accepted by the committee, whose action was confirmed by the Board. It was stated that a letter had been received from Mr. James Taylor, chemist, 132 Trogate, last month, asking that a schedule should be sent him when the next offers were asked. That was accordingly done, but Mr. Taylor had sent back the schedule with a note stating that he declined to offer. A return was submitted to the meeting showing that during the month there had been 5,589 prescriptions made up in the Parliamentary Road Dispensary for indoor poor, and 733 for outdoor poor. The return also showed that the outdoor poor had 353 prescriptions made up for them in the following dispensaries—viz. The Glasgow Apothecaries' Company, 172; Messrs. J. & R. Rodman's, 114; and Mr. D. P. Walker's, 67. That being the last meeting of the Board, it was reported that during the past year the officials in the Parliamentary Road Dispensary had dispensed 68,805 prescriptions for indoor poor, and 9,776 for outdoor poor, and also that the outside dispensaries had dispensed 4,224 prescriptions for outdoor poor. The apothecary and his assistants received a vote of thanks for their services.

#### Fire.

On Friday morning a fire broke out in the drug shop of Dr. P. F. Shaw, 323 Cumberland Street, Glasgow. Damage, 100*l.*

#### "The Incomplete Pharmacist."

At last week's meeting of the Dundee Chemists' Assistants' Association, a paper under this title was read by Mr. Walter MacEwan. The paper was of a highly humorous and cogent nature, and greatly delighted the members. We are, however, too crowded with matter to deal with it this week.

#### Dinner to Messrs. Ewing and Boa.

In recognition of their services as Vice-Chairman and Secretary respectively of the local Executive of the Pharmaceutical Conference in Edinburgh, Mr. J. Laidlaw Ewing and Mr. Peter Boa were entertained to dinner in the Royal Hotel, Edinburgh, on Friday, December 2. Mr. Robert Aitken (Messrs. H. C. Baildon & Son) was chairman, and Mr. Thomas Thompson (Messrs. James Robertson & Co.) croupier. The company numbered about forty.

The Chairman, in proposing the toast of the evening, "The Guests," said the success of the Conference was due in great measure to Mr. Ewing and Mr. Boa. Mr. Ewing, in replying to the toast, recalled the services of Messrs. H. C. Baildon, Blanchard, and John Mackay, who were the leading spirits in the local committee of the Conference twenty-one years ago, and, while admiring all that they had done, he thought that the work of 1892 did not lag behind. He wished to acknowledge the services of the President, Mr. Stanford, who had done much to make the Conference a success, and they were greatly indebted to the ladies' committee.

Mr. Boa also replied. Other toasts followed, and altogether the company had a good time of it.

### French Pharmaceutical News.

(From our Paris Correspondent.)

**THE CHEMIST SCHEELE.**—At the last meeting of the Academy of Sciences a letter was read from M. Nordenskold announcing that the inauguration of the statue in

memory of the chemist Scheele was to take place on December 9. The writer regretted that the rigorous climate would prevent the Paris Academy from being represented on the occasion in question by a member of the Section of Chemistry.

**THE SCHOOL OF PHARMACY WATCHFUL.**—As the result of frequent complaints from pharmacists, M. Lejenne, Police Commissary of the Sorbonne district, accompanied by MM. Riche and Moissan, professors at the School of Pharmacy, made a seizure at a herbalist's shop in the Faubourg St. Martin, Paris, last Monday. A large quantity of pharmaceutical specialities were taken, and the offending herbalist is to be prosecuted for illegal practice of pharmacy.

**OPIUM.**—At the Academy of Sciences on Monday, December 5, M. Henri Moissan read a paper on "The Chemical Study of Opium-smoke." As a result of his researches the distinguished chemist finds that opium-smoking has not the pernicious effect on the system generally supposed, when the purest kinds of the drug are used. M. Moissan showed, by means of a small special lamp, that decomposition takes place at 250°. He distils morphine and perfumes under these conditions. But when the residue of the pipe is used for smoking a second time, decomposition is produced towards 300°.

**LYONS PHARMACISTS.**—At a recent meeting of the Syndicate of Pharmacists, at Lyons, a proposal was made to create a limited liability company under the title of "Society for Supplying Pharmacists," its object being to furnish pharmacists with such articles as glassware, accessories, &c. After discussion, however, the idea was abandoned. A project was also brought forward, in emulation of their Paris colleagues, to organise a "disciplinary chamber," with a view of checking fraud in the practice of pharmacy. The proposition was carried by 81 votes out of a possible 86. A form of rules was then drawn up and a committee formed.

**THE ANNIVERSARY OF M. PASTEUR.**—The committee delegated by the Paris Academy of Medicine to arrange for celebrating M. Pasteur's jubilee in a suitable manner have invited the famous French chemist to a special meeting at the Sorbonne. It is to be held on Tuesday, December 27, in the large amphitheatre of that building, at 10.30 A.M. Deputations will be present from the leading scientific bodies of France, and many foreign delegates are expected. The principal object of the ceremony will be to offer M. Pasteur a souvenir in celebration of his 70th birthday. This is to be a large gold medal designed by M. Koty, of the Fine Arts Academy. The front will bear M. Pasteur's effigy, and the back the following inscription:—"À Pasteur, le jour des ses soixante-dix ans, la science & l'humanité reconnaissantes. —27 décembre, 1892." A complete list of subscribers to this testimonial will be presented to M. Pasteur on the same occasion.

**ALLEGED ILLEGAL PRACTICE OF MEDICINE.**—A curious case is about to be tried. The offender is a discharged soldier, known as "Jacob," who holds consultations at 23 Avenue McMahon. He calls himself a "healer," and professes to effect marvellous cures by the intensity of his gaze and touch. He disdains the use of drugs and medicines, and hopes, it appears, to baffle the law thereby. Further, he takes no fee for a consultation, but sells his patients a pamphlet, for which they pay what they like. Jacob receives at 3 P.M. every day, and, in addition, at 9 P.M. on Tuesday evenings. He commences operations by entering the consulting-room when all the visitors are assembled, without saying a word, and for half-an-hour he remains silent, intently staring at each in turn. When the half-hour has elapsed he proceeds to address each individual, giving a blow, a punch, or a box on the ears according as the patients may indicate the location of their pains. The room is upholstered in the semi-mystic style usual in such cases, and the "healer" dons a sort of monk's garb of white flannel. In the course of a few days the legality or otherwise of his proceedings will be settled by the coming prosecution.

**MR. W. H. HILEY,** late with Taylor's Drug Company (Limited), has been appointed general manager for the Hop Bitters Company, 41 Farringdon Road, commencing January 1 next.



## Foreign and Colonial News.

**A PROSPEROUS BUSINESS.**—The net profits of Schering's chemical-works in Berlin for the last business-year were 1,051,167m., against 542,543m. in 1890-91, which was a bad year.

**CAMPOR-EXPLOSION IN BOSTON.**—Three explosions of camphor occurred in the old four-storey brick building 88 and 90 Broad Street, Boston, U.S.A., on October 28, and caused damage of about \$7,000. Frederick Tutein, a camphor-refiner, was seriously injured in the accident. The building is occupied by the wholesale drug-firm of West & Jenner.

**NITRO-GLYCERINE EXPLOSION.**—While Professor von Glaseuapp, of the "Polytechnikum" in Riga, was lecturing on the action of nitro-glycerine recently, a specimen of a substance used by him for demonstrative purposes exploded. The chemical laboratory in which the lecture was given was entirely destroyed, a large number of students were injured, and the professor himself was mortally wounded.

**INDIAN EUCALYPTUS OIL.**—We may soon hear of Indian eucalyptus oil upon our markets. In Ootacamund eucalyptus-trees are systematically planted on a large scale by the Madras Forest Department, and Mr. Jameson, who, under Mr. Lawson, is in charge of the Botanical Gardens at Ootacamund, has recently given much attention to the distillation of the oil. Mr. Brown, who is connected with a plantation in the Nilgiris has also commenced the manufacture of the oil at the Felixtowe Laboratory, Coonoor.

**A PHARMACEUTICAL GOLFER.**—We notice from the last number of the *Times of Ceylon* to hand that Mr. J. W. Govan, chemist, Candy, in a tournament of the Colombo Golf Club, secured the gold medal, and a silver tankard. There was a very exciting finish between him and Lieut. G. P. Campbell, R.E., who had defeated last year's medallist. Govan won seven holes, Campbell six, and five were halved, Govan making some exceedingly brilliant hits. The members of the Club entertained Mr. Govan to dinner on the evening of the "final." The Hon. G. S. Williams presided, and amongst those present were Lord A. Osborne, Captain Pirie, A.D.C., Col. Skinner, Churchill, and Corse-Scott, with other military men and civilians. In the course of the evening it was stated that Mr. Govan was undoubtedly the best golfer in Ceylon. Mr. Govan served his apprenticeship to the drug-trade and golf at St. Andrews, N.B., so that he keeps up the credit of the "antient game" in good Morrisian style.

## AUSTRALASIAN NEWS.

We take the following Australasian news from our Melbourne journal, *The Chemist and Druggist of Australasia*:—

**PROSPECTS IN WESTERN AUSTRALIA.**—A chemist in Western Australia writes, strongly urging his brother-pharmacists not to come to Western Australia, where wages are low, and very few chemists employ assistants. In three or four years, he says, there will be one or two openings.

**"WHAT, WILL THE LINE STRETCH OUT TILL CRACK OF DOOM?"**—Seven factories are about to start the distillation of eucalyptus oil at Kangaroo Island, South Australia. A new eucalyptus oil, distilled in the Mallee district of Victoria, from *Eucalyptus oleosa* and *E. gracilis*, is also being offered in Melbourne.

**MANUFACTURERS SHOULD FILL THESE VOIDS.**—Strychnine is very scarce in Christchurch, N.Z. There were large stocks of it at the beginning of the season, but at the end of September these were quite exhausted. Antipyrin and tabloids, as well as several lines of sundries—viz., Maw's Alexandra feeders, badger-hair toothbrushes, Mellin's food, and Burnett's bay rum—were also unobtainable at that period.

**DISAPPEARANCE OF A COLONIAL LANDMARK.**—The ruins of Kempthorne, Prosser & Co.'s warehouse in Christchurch, which was recently burned down, have been sold by auction

for 22*l.*, for removal. Thus disappears the oldest wholesale store in Christchurch, originally occupied by Dalgety & Co. (Limited) in the earlier days of the settlement of Canterbury. It is not yet known whether the company will rebuild on the same site or seek a more central position. For the present their business is being conducted in a temporary warehouse.

**NEW SOUTH WALES PHARMACEUTICAL DIPLOMAS.**—The New South Wales chemists are much dissatisfied with their Society for its action with regard to the new diploma certificate. When the Society was founded 500 copies of the diploma now in use were lithographed by Messrs. Leigh & Co., of Sydney, at a cost to the Society of about 40*l.* The stock is now exhausted, and upon the Secretary of the Society communicating this fact to the printers it was discovered that, owing to some oversight of the first Council, the stone had not been obtained from the printers, and consequently was either mislaid or destroyed. Hence the appointment of a committee to consider the matter, and grumbling among the trade, not only at the outlay for the new diploma, but also at the suggested alteration of the design. A new design, say the malcontents, is likely to convey the impression to the general public that a new Society is formed, and as the new diplomas constantly increase, while the old ones diminish, in a few years a chemist holding an old one will come to be regarded as a fossil, and quite behind the times.

**DEATH OF A PROMINENT PHARMACIST.**—Mr. Bozon Frederick Bozon, until recently one of the most prominent pharmacists in New South Wales, died on October 13 at his residence, "Sandades," Ocean Street, Woolahara, aged 62 years. Mr. Bozon was of an old Neapolitan family, naturalised five generations ago in England. He was born in London, apprenticed in 1846 with Mr. Robert Webb, High Street, Poplar, and afterwards transferred to Mr. Thomas Davis, Bernard Street, Southampton. He then served as assistant for two years, and subsequently went as assistant to Cape Town as manager to Mr. H. C. Robinson. He remained there three years, then visited China and Manila, and settled in Sydney, where he was manager to Mr. W. T. Pinhey for two years. He afterwards started in business on his own account, and retired in 1880. He was one of the promoters of the New South Wales Sale of Poisons Act, and a founder of the Pharmaceutical Society of New South Wales. He was elected to the Council of the Society in 1882, and retired after twelve months, but was re-elected in 1884, and again in 1886. Mr. Bozon resigned his position both as examiner of the Pharmaceutical Society and member of the Pharmacy Board in 1890, and since that time he has not mixed much with matters pharmaceutical.

## Gazette.

### PARTNERSHIPS DISSOLVED.

Ball, W., and Ball, J., under the style of Ball Brothers, Blackpool, mineral-water manufacturers.

Corry, Thomas Charles Stuart, and Bailie, Hugh Wi carrying on business under the style of Corry & Co., at 45 and 47 Ormeau Road, Belfast, physicians, surgeons, accoucheurs, and chemists.

Tutt, J. B., and Hill, F. M., under the style of Tutt & Hill, Basingstoke, veterinary surgeons.

Wiseman, E. H., and Palmer, J. T., under the style of Wiseman & Palmer, Richmond, chemists and druggists.

### THE BANKRUPTCY ACTS, 1883 AND 1890.

#### RECEIVING ORDERS.

Hardy, Robert, Fenchurch Street, City, and Camden Square, N.W., late Great Tower Street, City, chemist and druggist.

Mollet, Louis Cotta, Buckhurst Hill, Essex, late Lant Street, Borough, S.E., traveller, late disinfectant manufacturer.

Snowdon, F. Seaton, trading as Robert Hall & Co., Portslade, Sussex, manufacturer of sheep-dip.

#### ADJUDICATIONS.

Mollet, Louis Cotta, Buckhurst Hill, Essex, late Lant Street, Borough, S.E., traveller, late disinfectant manufacturer.

Whitworth, Alfred Ernest, trading as the Manchester and Liverpool Soap Company, Manchester, soap manufacturer.



## Pharmaceutical Society of Great Britain.

### COUNCIL MEETING.

WEDNESDAY'S meeting was attended by the President (Mr. Carteighe), the Vice-President (Mr. Gowen Cross), and Messrs. Allen, Atkins, Bottle, Greenish, Grose, Hampson, Hills, Johnston, Leigh, Martin, Martindale, Newsholme, Richardson, Schacht, Southall, and Storrar. The minutes were read and confirmed.

### ELECTION OF EXAMINERS.

The PRESIDENT (who spoke somewhat huskily, owing to sore throat) said, in approaching this subject, that Mr. J. W. Bowen, a member of the English Board, was at present unable to continue his services. The General Purposes Committee, in view of the vacancy and the altered nature of the examinations, had, after consideration, decided that the Board should consist of thirteen members only, and they hoped in time to reduce the number to twelve. That was the number, he explained, of the Board originally (before the 1868 Act passed); indeed, the Privy Council thought that the examining Board should be as small as possible, and Mr. Sandford had had difficulty in getting the Privy Council to agree to twelve. There followed such a great rush of Modified men, and the time of the examiners was so much occupied with the work, that a by-law was passed to enable the number to be increased to fourteen. In allowing a reduction to take place to twelve as vacancies occurred they would only be reverting to the old number. There would be no change in the Scotch Board, which consisted of what Sir John Simon thought, and what he (Mr. Carteighe) thought, was the ideal number—eight. A ballot was then taken, with the result that the following gentlemen were re-elected as the Board of Examiners for England and Wales:—Messrs. T. P. Blunt, Octavius Corder, R. H. Davies, G. C. Druce, John Fletcher (Cheltenham), A. W. Gerrard, T. E. Greenish, W. Murton Holmes, F. Ransom, J. E. Saul, W. H. Symons, A. E. Tanner, and G. S. Taylor.

In regard to the Board for Scotland, the PRESIDENT stated that the Executive had nominated the present members of the Board—viz., Messrs. Peter Bea, D. B. Dott, Adam Gibson, James Jack, Alexander Kinninmont, T. Maben, J. Nesbit, and J. B. Stephenson.

Mr. BOTTLE: Does no question of age crop up in any case?

The PRESIDENT: Not this year.

A ballot was then taken, and the above-named gentlemen were elected.

### THANKS.

The PRESIDENT moved that the thanks of the Council be given to the members of the Board for their services during the past year. This year, he said, each member had a good deal to do owing to the alteration in the modes of conducting the examinations. They had to adapt themselves to the new regulations, and they had done this admirably. He did not ask them to pass a special resolution in regard to Mr. Bowen, who would receive a copy of the resolution which he now proposed; for they hoped to have Mr. Bowen's services later on, and a special vote would be like saying "Good-bye!"

The VICE-PRESIDENT seconded the motion. No one who entered the examination-room could fail to be struck, he said, with the amount of careful thought and work done therein.

The PRESIDENT added that no member of the Board of Examiners was so valuable as Mr. Bowen, as he possessed the necessary qualifications in a special manner, and had the judgment, coolness, tact, and intelligence so necessary in examination work. He earnestly hoped that Mr. Bowen would return to the Board in a few years.

Mr. ATKINS was glad to hear these remarks, as Mr. Bowen well deserved them.

Mr. GREENISH asked if there was no danger of the Board being undermanned in case of illness.

The PRESIDENT said that had been considered. The examinations were now so largely practical that they could get along with fewer examiners, and at any time the Board could call in outside assistance.

After some elections and restorations had been made,

### THE PRELIMINARY EXAMINATION

was the subject of some discussion. Mr. STORRAR called attention to the arithmetic paper in the last examination; some of the questions were not within the prescribed limits, and he had been asked by several members of the Executive to bring the matter before the Council. The first question was—

Write in Roman characters the product of Ten thousand three hundred, and One hundred and seven.

As the answer ran into millions, he thought it was absurd, considering the short time at the disposal of the candidates, to ask such a question as that. He had submitted the paper to an educationalist friend, who said that the question was unreasonable, and that the seventh question was outside the regulation limits. That question was—

A man invests 2,3527. in a 5-per-cent. stock at 115. He afterwards sells this stock at 125, and invests the proceeds in a 3-per-cent. stock at 95. Find the change in his income.

Mr. Storrar, therefore, suggested that (1) the examiners went beyond the requirements; (2) too little time was given; and (3) the value of each question should be attached to the paper. It might happen that a candidate, anxious to do well, and who would pass by doing a selection of the questions, would fail owing to spending much time over one and so neglecting the others.

The PRESIDENT said that the attention of the Board had been called to the matter, and he had been in communication with the College of Preceptors. It was but fair to them to say that the College considered that the questions complained of were well within the limits of the regulations. The seventh question was a stock one in English text-books. The Roman numerals were used in prescriptions, but he confessed it was rather stiff to carry them into millions. He hoped that the complaint would have the desired effect, but they should remember that the examination was left in the hands of a corporate body, and the Board was convinced that they were doing their best. He did not think the addition of the value of the questions would be advantageous. That had been done before, and the present system was found to work better.

The VICE-PRESIDENT, as an examination superintendent, said that weak candidates invariably looked for the easiest questions, and knew what they were.

Mr. STORRAR: That is not my point. It is the strong candidates who want to do *all*.

The PRESIDENT explained that 40 per cent. passed a candidate in a subject, and 50 per cent. was required in the aggregate.

Mr. MARTINDALE suggested that they should say at the foot, "Not more than five questions are to be attempted," or whatever the number might be.

Mr. JOHNSTON supported Mr. Storrar. He did not think that the Roman numerals should be asked, and he thought that no member of the Council could answer the seventh question. At one time the papers stated that only five of the seven questions should be answered. There was really no time for more.

The PRESIDENT thought that Mr. Johnston was misinformed on that point.

Mr. JOHNSTON said it was his impression, but he hoped that the College of Preceptors would put in no more catch-questions.

Mr. ALLEN said he had attended the examination as a superintendent, and he did not notice that any of the candidates hesitated with the questions, as they would have done had they been anything extraordinary. He had submitted the first question to a youth of 13, who had no hesitation in answering it, and who sarcastically asked, "Is that what the pharmaceutical Preliminary examination is?" (Laughter.)

Mr. HAMPSON said that the teaching at the ordinary board school covers the examination. (Hear, hear.)

Mr. SOUTHALL asked if any large proportion of the candidates had been unable to do the questions?

The PRESIDENT: The College of Preceptors say that a large number answered them. None had failed on account



of them, and one candidate who had complained of them had not answered a single arithmetic question correctly.

Mr. HILLS said that while they thanked Mr. Storror for bringing this matter forward, he hoped that nothing which had been said would prevent them keeping up the standard of the examination. (Hear, hear.)

Mr. ATKINS said he did not agree with Mr. Johnston's statement that the College set "catch"-questions.

The matter then dropped.

#### FINANCE.

The PRESIDENT reported that on November 30 there was a balance on the General Fund account of 1,185*l.*, on the Benevolent Fund 708*l.*, and on the Donation account 120*l.* During the month the Society had received 1,870*l.* from the publishers, and 273*l.* from other sources. After paying accounts and expenses ordered last month, the balance 1,185*l.* remained, and 824*l.* of this was now wanted for salaries, &c. A donation of sixty guineas from Mr. Augustus Bird to the Benevolent Fund was reported, and the committee recommended that the 1,000*l.* constituting the Hills bequest and money from the Donation account be used to buy 1,150*l.* worth of 2½-per-cent. Consols—this to await a favourable opportunity for investment in ground-rents.

The PRESIDENT, in moving the adoption of the report, said that Mr. Bird had taken some interest in the administration of the Benevolent Fund, and his donation brought up the sum given by him in this way to 100 guineas.

The report was adopted.

Mr. STORROR asked if a large number had taken advantage of the reduced life-subscription?

The PRESIDENT: Not many; about sixty.

Mr. STORROR: Has the money been invested?

The PRESIDENT: That will be dealt with at the end of the year. A portion of it at least should be.

#### BENEVOLENT FUND.

The report mentioned eight applications for relief, two of which were not entertained, two were deferred (one with a promise of help), and sums of 20*l.*, 12*l.*, 10*l.*, and 5*l.* were given to the others. The regulations for the Hills Orphan Fund were tabled.

The VICE-PRESIDENT asked the members to adopt the report: it was more than usually satisfactory. The subscriptions kept up well, and they had a donation from Mr. Bird, who simultaneously expressed his satisfaction with the way in which the fund was administered. Another evidence came from the provinces. This was in regard to the election of one of the Wilkinson orphans to a school. The paragraphs regarding that had caught the eye of Mr. Marshall Heanley, local secretary for Peterborough, and although he had no personal interest in the case, Mr. Heanley commenced to collect votes, and came up to the election at the Cannon Street Hotel, giving Mr. Bremridge and Mrs. Wilkinson much support by his personal influence. ("Good of him," and applause.) They had considered the previous night the case of a young widow with seven children, six of whom are entirely dependent upon her, and they were giving her a little start in business. He hoped that these facts would show members of the trade that the fund well deserved their support, and that they would give it that support in the years to come.

The report was adopted.

#### HILLS ORPHAN FUND.

The following are the regulations approved by the Council:—

The object of this fund, which shall be called the "Orphan Fund of the Pharmaceutical Society, founded by Thomas Hyde Hills, 1891," is:—

1. To provide, or assist in providing, a home in an orphan school or asylum for the distressed orphan children of members and associates of the Pharmaceutical Society of Great Britain, who had subscribed to the Benevolent Fund of the Society for at least three years.

2. Every application on behalf of an orphan shall state his or her age, and afford satisfactory evidence of the marriage of the parents, and death of the deceased parent or parents, and shall also state if any and what provision exists for the maintenance of such orphan, and furnish any other particulars the Council of the Pharmaceutical Society may require. And every such application shall be accompanied by a certificate signed by at least two members or associates of the Society, or two donors or subscribers to the Benevolent Fund, or two donors or subscribers to the Orphan Fund,

who are personally acquainted with the facts of the case, certifying as to the truth of the statements contained in the application.

3. Every application under these regulations must be made on the printed form which may be obtained from the Secretary of the Society for that purpose.

4. All applications shall be submitted to the Benevolent Fund Committee previous to being laid before the Council, and the Council shall have the sole power of selecting a child for admission into an orphan school or asylum.

5. The orphan on whose behalf any application is made under these regulations, must be able to conform to the rules of the institution in which it is desirable to place him or her, and the relatives or guardians of such child shall be required to give a written undertaking relieving the Council from all responsibility or liability in respect of removal of the child from the institution, and of his or her subsequent maintenance.

6. In the case of an orphan maintained in a school or asylum by annual payments from the fund, the relatives or guardians of such child shall at the end of each twelve months during the time it is so maintained make a declaration in the form to be obtained from the Secretary for that purpose, such declaration to be countersigned by a member or associate of the Society, or donor or subscriber to the Benevolent Fund, or donor or subscriber to the Orphan Fund, who can personally vouch for its accuracy. In default of this declaration being made, or if the particulars contained therein be deemed unsatisfactory, the Council may withhold further payment in respect of the orphan in question.

7. The Council shall have the power at any time to withhold payment in respect of an orphan maintained at the expense of the fund, should circumstances arise rendering such action desirable.

8. No grant from the fund shall be made to or on behalf of any orphan whose age exceeds fifteen years.

Mr. HAMPSON expressed his satisfaction that the election of the candidate was to be made by the Council, and hoped that the same method would be adopted in the case of annuitants ere long.

A letter was read from Mr. John Robbins, in which he stated that, since the annuities had been increased, there seemed to be no necessity for giving the gratuity of 5*l.* which he had provided for. He, therefore, suggested that the 125*l.* of gas stock should be sold out, and he would make up the proceeds to 150*l.*, which should go to the Orphan Fund. (Applause.)

This was agreed to, and Mr. Robbins was thanked.

Mr. Elias Bremridge suggested, also by letter, that the 105*l.* constituting the Secretary's Casual Relief Fund should now go to the Orphan Fund. It did not seem to be wanted for casual relief.

The PRESIDENT explained how this fund arose. At the passing of the Pharmacy Act, 1868, the Council of the day wished to show their appreciation of Mr. Bremridge's services thereanent by giving him a donation of one hundred guineas. This was not to pay him; but they thought it would be a pretty compliment. Mr. Bremridge would not accept the money, and at once handed it over to the Council for investment as a Casual Relief Fund, his object being to make some provision for those who, owing to circumstances, did not come within the regulations of the Benevolent Fund. He (the President) thought that Mr. Bremridge's suggestion should be accepted, and that would enable them to attach his name to the donation, which had not been done hitherto. (Applause.)

Mr. ATKINS wished to say how delighted he was that these two substantial sums had come in, because his hope was that the Orphan Fund would not be so much increased by canvassing the country for subscriptions as by donations and bequests. They would be able to keep the fund before their wealthier men, one of whom the other day had told him that nothing had delighted him more for many years than the Hills bequest, and he had made a provision for it. His friends at the table wanted local secretaries to go round for subscriptions, and it was because he differed from them in that matter that he was delighted with the substantial aid the fund was receiving.

The VICE-PRESIDENT said that the Benevolent Fund Committee did not mean to hawk the country for this new fund. Although they valued dead men's shoes which they might come into, they valued greater the living stream of support.

The regulations were then adopted.

#### ANOTHER HAMBURY COLLECTION.

After the ordinary report of the Library, Laboratory, Museum, and House Committee had been submitted, the



PRESIDENT intimated that they had received a letter from Mr. Thomas Hanbury stating that he wished to present to the library certain books which had belonged to Daniel Hanbury. They had since received five hundred books and about a hundred pamphlets, many of them of the greatest value. Contemporaneously with the gift of these books, Mr. Hanbury had presented him with a replica of the Flückiger medal, which he (Mr. Carteighe) had suggested to him should go to the North British Branch. In very warm terms the President thanked Mr. Hanbury for his gifts. On many occasions, he said, they had thanked him, and in doing so again they could not help adding an expression of their appreciation for the man who was so loyal to his brother's memory. (Applause.)

A resolution of thanks was then passed. The books are to be placed in a special case in the old Council-room.

#### SCHEELE.

The PRESIDENT said that it was 150 years ago since the illustrious man Scheele was born, and the Swedish people were commemorating the event on Friday by the unveiling of a monument which they had erected to his memory at Stockholm. To that celebration he had received a pretty invitation asking the Pharmaceutical Society to attend. The invitation was from the Swedish pharmaceutical body, and as it was received only a day or two ago it was not possible for the President to attend, as it would have been his honour to have done, as representing English pharmacy. He therefore asked the Council to authorise him to send a telegram on Friday. After referring to the services which Scheele had done to pharmacy by his researches, Mr. Carteighe added that a medal was to be struck to celebrate the unveiling of the statue. This would be in aluminum, and would show the statue on one side, and on the other Scheele's pharmacy (still occupied by Mr. Sebert, President of the Pharmaceutical Society there). This medal would cost 4s., and he proposed to get a number of them for those who might wish them, and who should send in their orders to the Secretary (Mr. Bremridge, 17 Bloomsbury Square, London, W.C.). It was something marvellous to think of Scheele's portrait being struck in aluminium.

#### A BEQUEST.

The PRESIDENT regretted that he had overlooked one letter which he had meant to bring before them earlier in the day. This was from the solicitor of the late Mr. William Robert Barker (of Savory & Moore's) intimating that he had bequeathed 250*l.* to the Society. The President spoke of Mr. Barker's goodness of heart, and the many services which he had rendered to the Society in a private way.

#### MR. ERNEST HART ON UNPUBLISHED PENALTIES.

The PRESIDENT then said that he had received the following letter from Mr. Ernest Hart, Chairman of the Parliamentary Bills Committee of the British Medical Association:—

DEAR SIR,—In view of the recent correspondence as to the possibility of giving public notice of offences against the Pharmacy Act, it would seem to be desirable to state distinctly what it is that the Pharmaceutical Society are asked to do, as there seems to be still some misconception.

You will agree that it was not the purpose of the Pharmacy Acts merely to enable the Society to make a private profit out of grave public offences. The Society, having been by the earlier Act of 1852 empowered to recover a penalty of 5*l.* from persons using a misleading title, were further enabled by the Pharmacy Act, 1868, to recover the like penalty for other offences including every breach of regulations as to the sale of poisons. It happened that the old machinery was continued, and that the officer of the Society is, therefore, technically entitled to sue in these cases in a civil court, as for a small debt. Curiously enough, you will notice that section 14 of the earlier Act provides that "all sums of money which shall arise from any recovery of penalties for offences under this Act shall be paid as the Treasury shall direct." Whatever the ultimate effect of these words may be, they clearly indicate that, even in the earlier Act, and a portion in the later one, the Society is merely discharging a public office, and is for this purpose the organ of the State in the control and punishment of offence dangerous to the public in a high degree.

It was, therefore, with much surprise that we learned that the Society had not only not hitherto made any arrangement for a public record of the numerous penalties recovered, but had apparently resolved to take no steps whatever in that direction.

As to the legal questions involved, we are advised, as will appear by the

annexed further memorandum, that—(1) There is no legal reason why the Society should not give public notice of penalties, even where the proceedings have not been publicly stated in any court; (2) that there is in all or most of the cases under discussion no sufficient reason why the proceedings should be withdrawn tacitly from the cognisance of the Court before the hearing is at least formally taken; and (3) that it is open to grave doubt whether the present method of levying what may be called "compromise penalties" is legal at all.

As no one concerned can have any object except to make the law effective in the interests alike of the medical profession and the public, we are anxious to induce the Society to reconsider the possibility of arranging for some sufficient record and publication of these cases. We are advised that no amendment of the law is necessary for that purpose, though if a Pharmacy Bill were at all likely to pass through Parliament, a clause declaring that, if penalties sued for were paid in, the case should, nevertheless, be brought on in open court could probably be obtained.

What seems to be immediately desirable is the framing of a form of public notice which would not expose the publisher to any damages for libel, and we are prepared to satisfy your legal advisers that this can be arranged if the Society is willing.

I am, Sir, yours faithfully,

ERNEST HART.

To this letter the following reply had been sent:—

3 East India Avenue, E.C.

December 2, 1892.

DEAR MR. PRESIDENT,—The recovery of penalties never has been other-wise than expensive to the Society, and section 14 of the Act of 1852 has been complied with.

Pillories have long ceased to be in favour in this country, and even railway companies have ceased to publish the names of offenders and their offences as they did before the publication proved to result in actions for damages.

To deter rather than to push punishment to extremes has been the policy which the Council has thought most conducive to the interests of the public.

We should not take the responsibility of advising the Council to publish names, &c., apart from proceeding in a public court, and we certainly should not advise the Council to endeavour to carry into court any case in which the defendant had exercised his right to pay and had paid into court the amount of the penalty and proper county court costs.

We do not see how we could do it, and, in the next place, if we attempted to do it the step would, according to probability, become denounced by the judge as an effort to abuse the process of the court.

In case of an action against the Society for libel in publishing such proceedings under the excuse that they were proceedings in a public court, we should distrust a British jury as well as an English judge on the question whether the proceedings in a public court and the publication thereof were not malicious in their nature and ground for exemplary damages.

The statutes have, by making the penalties recoverable in civil courts and not enforceable in criminal courts, practically said that suffering to the extent of the penalties and all costs judicially awarded (either by the judge, or by general orders) in the proceedings for the recovery of penalties is adequate punishment in the premises.

In the civil proceedings there is a measure of the penalty, and the sum of it is of the nature of a debt; whereas, in criminal proceedings, there is not any debt or money recoverable from the accused person, unless and until a penalty becomes imposed by the lawful authority.

Repeatedly county court judges have inquired whether we, as solicitors, have sent letters before action—the scales of costs in all courts contemplate solicitors' letters before action—and we have not hesitated, and do not contemplate hesitating, about accepting penalties when offered in response to letters by us before action.

We have never heard of any penalty received by the Society otherwise than through the solicitors.

We are, sincerely yours,

FLUX, SON & CO.

M. Carteighe, Esq., President of the  
Pharmaceutical Society of Great Britain.

#### MISCELLANEA.

The Secretary tabled his report of the attendances at the Preliminary examination during the last three years.

Mr. T. F. Shephard, 260A Fulham Road, S.W., was appointed divisional secretary for Hammersmith.

Superintendents of the Preliminary examination were appointed.

This was all the public business.

#### ELECTION OF ANNUITANTS.

There was a meeting of the Society on Thursday at 12 for the appointment of scrutators to count the votes given to candidates for annuities, and in the course of the afternoon



the result of the poll was announced. There were eight candidates for four annuities, viz :—

**Cawdell, George.**—Age 68. London. A chemist and druggist. Subscribed to the Fund for eighteen years. Was in business at Paddington for thirty years, but was sold up in April last for rent. Present income, 10*l.* a year. *Votes*, 3,530.

**Cheetham, George.**—Age 79. Timperley, Cheshire. A chemist and druggist. Carried on business near Sheffield for twenty-eight years, up to 1890. [*Second application*]. *Votes*, 2,930.

**Jarvis, John Swinton.**—Age 53. Lee. A.P.S. and a subscriber to the Fund from 1869 to 1892. Permanently crippled by an affection of the leg. *Votes*, 3,652.

**Kent, Alfred.**—Age 76. Ramsgate. A chemist and druggist. Has a pension of 25*l.* a year from the Benevolent Society of Old Blues. He and his wife (aged 83) are living with a son, who has a very slender income. [*Second application*]. *Votes*, 2,349.

**Peatson, Ann.**—Age 68. Manchester. Widow of a member from 1853 to 1891. Partially paralysed. *Votes*, 2,532.

**Townson, Anne.**—Age 65. London (formerly of Bridgwater). Widow of a member who was an annuitant, and who died in 1837. *Votes*, 4,964.

**Wavell, Mary A.**—Age 65. Brighton. Widow of a chemist and druggist, who died in 1834. Has endeavoured to support herself by music-teaching. *Votes*, 1,028.

**Willison, Alfred A.**—Age 70. London. A chemist and druggist. Subscribed to the Fund in 1850. Was in business at Beccles, and gave up in 1889. Tried, in conjunction with his wife, to carry on a school, but it proved a failure, and they have now nothing to live on. *Votes*, 2,215.

The number of votes appended to the names are those declared at the poll, from which it will be seen that

ANNE TOWNSON,  
JOHN SWINTON JARVIS,  
GEORGE CAWDELL,  
GEORGE CHEETHAM,

had a majority of votes. They were accordingly declared by Mr. Gowen Cross who presided at the meeting, to be elected annuitants. For the consolation of the charitable we may add that the four poor people who were not elected will not be entirely left out in the cold. Temporary aid is likely to be given them by the Society, and it is to such aid that subscriptions from the trade are devoted. We may add that at least 2,200*l.* is distributed in annuities, and 500*l.* in casual relief; and as guinea subscriptions are in a minority, it needs a goodly array of 5*s.* and 10*s.* postal orders to make up the total sum. Mr. Bremridge, 17 Bloomsbury Square, W.C., is prepared to book new subscribers.

#### PHARMACEUTICAL APPRENTICESHIP.

ON Thursday evening, December 1, Mr. R. H. Mitchell read a paper on this subject at the Liverpool Pharmaceutical Students' Society.

Mr. Mitchell thought 16 was the best age for beginning, and he considered that the Preliminary examination ought to passed before that—in fact, he advocated fresh parliamentary powers to enforce such a provision. Then as to the kind of business wherein a young fellow can learn most, he said that the family business, where a fair amount of dispensing is done, and where one or, perhaps, two assistants are kept, is by far the most satisfactory school for an apprentice to obtain a thorough knowledge of his business. In a business of this description, which is really that of a true pharmacist, the apprentice has the opportunity of coming into contact with pretty well all the many shades of the calling, from the making of a suppository or selling a 5*s.* bottle of perfume down to the humble penn'orth of "air ile" or "glorified lime." Four years he thought the most suitable time to serve. The question of binding an apprentice by indentures is one that must be settled by individual cases. The practice is to some extent dying out in pharmacy. An apprentice cannot legally be bound for more than seven years, or after attaining his majority; and it may not be generally known that a master is legally bound to provide all necessary medical attendance and medicine for his indoor apprentice. An apprentice who absents himself must serve out his time, or give satisfaction; failing this, he is liable to imprisonment. He is also liable to "three months' hard" for misdemeanour. Mr. Mitchell next took up the questions of premium or wages, and indoor or outdoor residence. In England and Wales the custom varies very much in both matters; but as a general rule the

apprentice lives indoors, and pays a premium ranging from 20*l.* to 60*l.*, or even higher. This is sometimes refunded in the latter years of apprenticeship, but oftener is not. In Scotland he lives outdoors, and is paid wages, beginning at 4*s.* or 5*s.* per week for the first year, and increasing to 10*s.* or 12*s.*, and even 15*s.* in some cases, the fourth year. In Scotland, "in too many cases, the apprentice is made too much of an errand-boy. In Ireland the system is again different. The apprentice lives outdoors and pays a premium usually of 100*l.*, which is repaid to him in the form of a yearly increasing salary. He serves five years, and is indentured. In the better-class pharmacies the apprentice does not even dust a counter, so that he fares even better than his English cousin, and lives the "loife of a gentleman entirely." A large number of them, however, after their apprenticeship forsake pharmacy for medicine and surgery. In concluding this part of the subject Mr. Mitchell contended that the Scotch system is nearest, but not altogether, the proper thing, and that an apprentice, instead of paying a premium, ought to be paid regular wages for the work which he does, and which is superior to the service rendered by errand-boys. That, of course, implied that the apprentice should live outdoors. The indoor system is an uncomfortable arrangement for both sides, and as a proof of that Mr. Mitchell stated that of nineteen cases, mostly members of the Society, seventeen served in or near the town where their parents or relatives reside. These, he said, are fairly typical cases, and go to prove that the question of residence could be easily settled. A youth breaks up his home associations quite soon enough if he wait till his apprenticeship is finished, and the time has gone when the master may reasonably be expected to control the moral welfare of his pupil, which can generally be done better at home. An objection urged against the payment system is that the employer receives no remuneration for his tuition. To that the author replied that the assistance rendered in the shop is the recompense. How many apprentices are really taught their business? Is it not a fact that about 90 per cent., to put it in vulgar phraseology, "pick it up"? A master should, for his own as well as his apprentice's sake, encourage him to study the chemicals, drugs, and pharmaceutical and surgical instruments by which he is surrounded, and the uses thereof; to test chemicals for impurities before stocking, when practicable; to examine drugs for adulterations, and to cultivate a habit of observation generally. If he were encouraged at the beginning to form a habit of observation we should not see so many young pharmacists make bonfires of their books as soon as the Minor barrier has been overcome.

An assistant's duty to an apprentice is second only to that of an employer, but he has an advantage. From his position he can in many cases benefit the apprentice, who is much readier to ask an assistant the way out of his difficulties. These little kindnesses are always appreciated, and the giver loses nothing. Mr. Mitchell further protested against systematic "chaffing" of apprentices by assistants, and in concluding spoke of the duty of an apprentice to himself and his employer. In the first place he must work willingly, ungrudgingly and carefully. He should never hesitate to ask questions about the many articles by which he is surrounded, as nothing is too trivial to merit inquiry in pharmacy. A good plan is to keep a diary (such as that of *THE CHEMIST AND DRUGGIST*) and jot down daily anything that has come under his notice for the first time. It is also an excellent way of filling in spare moments, and when the time comes for the final grind for the Minor, the student will bless the day when he first started "takin' notes."

Mr. Wardleworth, the President, in opening the discussion on the paper, said that remedies for ameliorating the conditions of apprentices and shortening hours must begin from within. He pointed out some advantages to apprentices derivable from shop-work such as bottle-dusting. He strongly favoured the premium system, and said that the master richly deserved it if he did his duty by the apprentice. Messrs. Wokes, Sproatt, and Holford also spoke.

On the motion of the President, a letter from the London Chemists' Assistants' Association, in regard to the conditions of labour in pharmacy, was referred to the Council, who will make a recommendation as to the line of action to be taken.



## The Winter Session.

### CHEMICAL SOCIETY.

PROFESSOR CRUM BROWN presided at last week's meeting, and, after the preliminaries, Mr. SPENCER PICKERING communicated some particulars regarding two hydrates of nitric acid, the existence of which had been predicted.

#### OXALIC ACID.

That very common substance oxalic acid has some peculiarities which are not generally understood. Mr. W. W. FISHER came from Oxford University to tell the Fellows a few of them. He had previously brought the same things under the notice of the Oxford University Junior Scientific Club—but "could kail het again" is said to be the tastier. The anhydrous acid was Mr. Fisher's subject. He finds that by simple contact with strong sulphuric acid oxalic acid in a few hours has its two molecules of water of crystallisation withdrawn, and the anhydrous acid crystallises out in large, transparent octahedra. The crystals are very beautiful, and heavier than the sulphuric acid. Nitric acid of s.g. 1.420 does not dehydrate the acid, but that of s.g. 1.500 does, although the crystals obtained are smaller and not so nicely formed. The anhydrous acid can also be produced in the ordinary text-book way—viz., by heating commercial oxalic acid very carefully in a retort with a receiver, when, after the two molecules of water are driven off, the acid itself sublimes. Mr. Fisher spoke about the volatility of anhydrous oxalic acid. It is well known that it can be sublimed, but not generally that it is dissipated at the normal temperature. He showed sealed tubes of the anhydrous acid in which the acid had sublimed from one side to the other.

#### ORCINOL.

Dr. J. NORMAN COLLIE was the next contributor, his subject "The Formation of Orcinol and other Condensation Products of Dehydracetic Acid." In previous communications Dr. Collie has questioned Weiss's formula for dehydracetic acid, and it was in the endeavour to prove the correctness of his own formula that he has succeeded in preparing orcinol and interesting coloured compounds. He showed that by manipulating the acid he successfully transformed it into diethylacetone, and then into orcinol. From 150 grammes of diethylacetone he obtained 5 grammes of orcinol in colourless crystals, but on exposure, especially in presence of moisture, they became of a red colour. There was also formed a beautiful blue fluorescent substance, which he showed to the meeting by temporarily shutting off the electric light and burning magnesium ribbon; the solution appeared intensely azure in hue, and met with the hearty plaudits of the audience. This substance could not be isolated. There was also formed 20 per cent. of a beautiful yellow dye, apparently a naphthalene compound of the quinoline group. The properties of this body Dr. Collie described as far as his knowledge of it has yet taken him, and with the dexterity and familiarity for which he is noted he chalked down constitutional and ring formulæ in support of his theory and in explanation of the products which he exhibited. He spoke also of the general properties of dehydracetic acid, saying that it is one of those compounds that one seems to be able to do anything with, and he yet hoped to bring before the Society other new substances derived from it. Professor CRUM BROWN thought Dr. Collie was a lucky fellow to meet with so many crystalline bodies; it was not everybody who searched for them that was so privileged.

#### THE ORIGIN OF COLOUR AND FLUORESCENCE.

A paper communicated by Professor Noel Hartley, F.R.S., was read by Professor THOMSON (Secretary) in abstract. The paper is a reply to Professor Armstrong's hypothesis regarding colour, which, broadly speaking, implies that only quinonoid bodies are coloured. Professor Hartley says that glycerine, chloroform, alcohol, and many other fluids, generally regarded as colourless, are seen to exhibit blue or other fluorescence when properly examined. Professor ARMSTRONG responded with a note on azo-benzene (a coloured

body which is not a quinone). He said that his hypothesis was only a hypothesis, and he had not put the Society to the expense of printing his papers on the subject *in extenso*. That was not quite fair to Professor Hartley. Still, the latter laboured under a misapprehension; he (Professor Armstrong) spoke of colour in the conventional sense, whereas Professor Hartley referred to it in the scientific sense. The two were not strictly comparable. Professor Armstrong proceeded to show, by means of formulæ, that many coloured substances which are not supposed to be quinone derivatives can, by a reconstruction of the formulæ, be brought into the latter group. He protested against Professor Hartley's assumption that we know all about the constitution of water, hydrochloric acid, nitric acid, and the like. We know nothing about them; have no evidence, for example, that nitric acid is  $\text{NO}_2\text{OH}$ ; at least, such evidence as would satisfy a Court of law. On the contrary, we know how many of these organic derivatives are made up. Professor CRUM BROWN protested against that notion. It was ridiculous, in his opinion, to say that we know nothing about simple bodies like water and everything about complex organic bodies, which are made up of the simpler ones. Mr. A. G. GREEN said that he had come to the conclusion that Professor Armstrong's hypothesis was on the right track, and he thought that it would be a great assistant to practical colour-producers. Mr. FRISWELL agreed that the hypothesis would be useful, but he did not believe in it. And so the discussion went on until an uncommonly late hour, Professor Armstrong protesting that all that he wants is a hypothesis which will encourage work on fairly definite lines, and when it has done this, brought more knowledge, and served its day, it "can cease to be."

### SOCIETY OF CHEMICAL INDUSTRY.

THE London Section met at Burlington House on Monday evening, under the presidency of Mr. Wm. Thorp, B.Sc. There was a fair attendance, and Messrs. Cross and Bevan were the principal contributors of papers. First, Mr. CROSS spoke, in continuation of Professor Ramsay's recent research, on

#### "THE PRODUCTION OF ACETIC ACID FROM CARBOHYDRATES."

The carbohydrates which he used were sugar, hydrocellulose, pine-wood, and jute, and in all cases they were heated along with caustic potash. At the lowest temperature ( $110^{\circ}$ – $120^{\circ}$  C.) sugar yielded 7 to 9, hydrocellulose 11, pine-wood 18, and jute 37 per cent. of acetic acid. Mr. Cross had theoretically assumed that the production of acetic acid was simply a resolution of the constituent elements of the carbohydrates ( $3\text{C}_2\text{H}_4\text{O}_2$  from  $\text{C}_6\text{H}_{12}\text{O}_6$ ), and this assumption received practical confirmation from the results of the experiments at  $250^{\circ}$  C.—sugar 33 per cent. of acetic, hydrocellulose 29 per cent., jute 37 per cent., which figures are as close to 33 per cent. or a third, as we can expect. Under certain circumstances oxalic acid can be produced owing to the migration of the hydrogen molecule, as suggested by Baeyer. This was shown in the production of 41 per cent. of that acid from hydrocellulose, and 53 per cent. from jute, but the yield varied owing to variation in atmospheric oxidation. The addition of ferric oxide ensured the rupture of the molecule (in all these cases in presence of alkali) more steadily than atmospheric oxidation. This action of iron explains the fact that if a fabric gets into contact with iron rust while in the lye-vat the spots where the iron has touched are always whiter and more tender than others, the ferric oxide having, with the aid of the alkali, acted upon the cellulose. The production of acetic acid from chloroglucol and lactic acid was then referred to, and Mr. Cross concluded by mentioning that a paper-maker had applied the method of fusion with potash to esparto liquor. This was evaporated down to extract consistency, and fused with potash in the proportion of 16 parts of the latter to 46 parts of the soluble matter contained in the liquor (the amount yielded by 1 cwt. of liquor). The char was found to contain 40 per cent. of ash, 16 per cent. of sodium acetate, and 44 per cent. of carbon, or a yield of sodium acetate equal to 5 or 6 per cent. of the esparto liquor. This may not be a direct profit to the consumer, but it is a set-off to the alkali used in the process, and helps to get rid of an objectionable liquor.



## ELECTROLYTIC ALKALI.

Mr. BEVAN gave an abstract of the second paper by himself and his colleague—viz., "Electrolytic Soda and Chlorine: the Present Aspects of the Question." Mr. Bevan said that he had no particular process in view, but confined his remarks to Greenwood's and Lesueur's. The former has been fully described in this journal, and the latter differs in respect to the arrangement of the apparatus. Mr. Bevan described both, and submitted the following figures:—

Cost of Production.			Selling Price of Products.		
	£	s. d.		£	s. d.
Salt, 18 tons, at 12s. ..	10	16 0	2243 tons "bleach," at		
Lime, 12 tons, at 12s. ..	7	4 0	7l. 10s. ... ..	168	4 6
Power, at ½d. per H.P. ..	60	0 0	9378 tons caustic soda,		
Labour .. ..	10	0 0	at 12l. ... ..	112	10 9
Depreciation .. ..	10	0 0		280	15 3
Superintendence .. ..	1	0 0			
General expenses .. ..	4	0 0	2243 tons "bleach" ..	168	4 6
Casks and packages .. ..	18	0 0	12426 tons ash .. ..	71	9 0
	121	0 0		239	13 6

These figures are based on the Greenwood method. Mr. Bevan added that the Lesueur process is at work in America, and is producing three tons of "bleach" per day. The Hermite process, previously described by him, is now at work in France, producing the equivalent of 3,000 tons of bleaching-powder per annum.

In the course of a discussion Mr. REID said he had seen Mr. Greenwood's plant at work for several hours, and there was no doubt that soda and chlorine were actually produced, but there were several points which required explanation. First, what became of the by-products, especially the chlorate and hydrogen, the latter of which was produced in such quantity that it might be used for heating? Then the anodes in Mr. Greenwood's apparatus were not permanent. As a whole, he admired the process, and there might be a future for it, but there were still difficulties to get over. Mr. BLOUNT wanted to know what became of the hydrogen. Mr. CROWTHER asked if the process had really been worked on a commercial scale. Mr. MACEWAN stated that the figures which Mr. Bevan had submitted were based on hypothetical conditions. It was ridiculous to put down tons of salt and lime when soda ash and bleaching-powder had not been produced by the process. He understood Mr. Greenwood's object was to get paper-makers to set up plant to produce bleach in solution and soda in solution, but even under the present conditions these were produced slowly and at great cost. He mentioned, amidst considerable laughter, some of these conditions, and argued that when used on a much larger scale the weak points of the process would be overwhelming. A member said that Mr. Cross's estimate of the electric energy was fair and reasonable. Mr. SHEARER wanted to know upon what data Mr. Cross arrived at his figures, and if a ton of caustic soda had been produced. He had observed that in working the process the amount of electrolytic energy required enormously increased as the process went on. Mr. CROSS said that a committee of the Alkali Union had been satisfied with the percentage of chlorine and alkali produced in the solution of salt, and in the course of twelve hours' working there had been no falling-off in the production. The CHAIRMAN thought the figures showed a comfortable margin, but it struck him that the process required a great deal of working out.

Mr. BEVAN, in reply, said that with a perfect diaphragm no hypochlorite or chlorate was formed. He thought he should not take Mr. MacEwan seriously, but admitted that the figures were hypothetical, and that a ton of caustic soda had not been produced.

## SIX MONTHS OF FOREIGN PHARMACY.

THIS was the title of a paper read to the Chemists' Assistants' Association on December 1 by Mr. W. R. MITCHELL.

Initially (the author said) was the country he wished to speak of particularly, though he should have a little to say with reference to English pharmacy in France. Most of the Italian pharmacies in those places where English visitors

congregate had an "English department," about the size of the dispensing department in a second-rate English shop. The sign "English Chemist" is on all these shops, the proprietors of which certainly have no right to assume it. He gave a few examples of ignorance and neglect which he had met with. He had found the ammon. carb. in his own pharmacy, to use the words of his principal, "a little old" (it had been in stock over two years), and attempted to procure some from a neighbouring native chemist. This turned out worse than his own, and on pointing out that it had little or none of its original virtues he was assured that it was all that was in stock, or likely to be, as there was sufficient for the season's sale. This pharmacist displayed the title "English Chemist," but had never been to England, nor had he an English assistant; but he had dispensed English prescriptions for several years, always, however, by weight, never by measure, until his mistake was pointed out to him. To Italian chemists a qualified assistant had the same value, exactly, as an unqualified one, for the Minor was nothing to them, the Italian laws only recognising their own qualifications. However, it was becoming more and more customary for native pharmacists to employ English assistants during the season. There was little of the display observed in London shops to be seen in the Italian pharmacies, a carboy, a jar, or a balance being considered sufficient to indicate the existence of scientific pharmacy within. In his own case, however, he was allowed to dress the window as he chose, and his "padrona" proudly drew his neighbours' attention to the fact that his was the only chemist's window in the town "dressed in English." Little was done inside the shops to make them look attractive, everything being sacrificed to a scientific appearance. In almost every pharmacy a weighing-machine was kept, for the use of which no charge is usually made. This is largely patronised by the visitors, who look upon change of weight as the surest indication of their state of health. On one occasion a family of eight persons solemnly took their seats one after another upon the chair, taking up twenty minutes of the principal's time. They were not ordinary visitors, but a troop of mountain peasants out for the day. A very comfortable series of seats, or sofas, was usually found in the front of the shop, for the convenience of the *clientèle* and the medical men. What is known here as counter prescribing was practically unknown, principally because it was illegal, but also because the doctors had greater relative power over the pharmacist than in England. The doctors' fees, too, were so low that it was scarcely worth while. Prescriptions were retained by the pharmacist, and no repetition of them was made except by the medical man's order. In the case of visitors—English or others—the ordinary course of copying the prescription was followed. The hours of business are somewhat longer than is usual in England, being from 7 A.M. till 10 or 11 P.M. As the climate is pretty warm, the afternoon from 12.30 to 3 is spent in the "siesta"; consequently the early morning is the busiest time. The siesta was taken by practically everybody except the English assistant. The evening is usually spent in getting up stock. Dispensing formed the chief part of the business, proprietary medicines being comparatively little sold. Salary, when the expenses of living are considered, is practically equal to what obtains in England. But when one has to pay expenses out and back, six months abroad will not favourably compare with the same period in England. The custom was usually to pay these expenses only when an assistant came every season to the same principal. To those accustomed to a weekly evening off, the discontinuance of recreation-time is a privation. No such privilege was allowed to him, but by way of compensation an hour or so was allowed him during the day, with the proviso that he should leave word where he might be found if wanted. Sunday was pretty well like other days, except that a little longer time to one's self was allowed. The price obtained for proprietaries was usually a little more than English prices, Beecham's pills fetching 1f. 75c. as a rule. By a recent law the importation of patents was prohibited unless the composition was printed on the outside.

Glycerine jujubes fetched 6d. per oz., tinctures 6d. to 8d. But profits are considerably affected by the duty imposed on imported drugs. The duty on such goods as Eno's fruit salt is reckoned at so much per kilogramme, bottles and packages being charged at the same rates as the drugs. Moreover, a



wrapper of these goods is almost always torn in every parcel for Customs purposes.

He gave a few examples of English dispensing by foreign chemists. A customer one day was waiting for a mixture containing tincture of sumbul, which was not in stock. The pharmacist, however, was equal to the occasion, and took some radix sumbul and rubbed it down in a mortar with some S.V.R. On being informed of the illegality of the proceeding, he retorted that it did not matter, as the other drugs in the mixture would quite cover the taste of the sumbul. Again some powders for insufflation were ordered by a local English doctor containing, *inter alia*, powdered tragacanth. The fact of the stock tragacanth being granular did not deter the pharmacist from dispensing it as it was, with the inevitable result that it was brought back. With perfect sang froid the chemist suggested to the patient the use of the domestic flat-iron as a method of overcoming the difficulty. A 6-oz or 8-oz. mixture usually fetched 2s. to 2s. 6d. For pills 1s. per dozen was charged. The system used in apportioning the drugs was the metric, everything being weighed into the bottle, nothing being measured, though doses are ordered by volume. Bad wrapping and bad paper finished the mixture. The triumph of pharmaceutical slovenliness was, however, the pill. From any batch one could never pick 25 per cent. of uniform size. In spite of the necessity of measuring in dispensing English prescriptions, many pharmacists—doubtless from economic principles—never measured any drug that was heavier than water, such as glycerine.

In his opinion there was one great advantage abroad over English dispensing. This was the very extensive use of the cachet. One of his principals seemed surprised when informed that such a book as the B.P. 1885 existed. His only copy was dated 1867. He had had the arduous duty of piloting this gentleman through the troubled waters that lay between these two editions, for he would not buy a new copy, but insisted on adding all the alterations to the old copy. The 1867 B.P. is very prevalent amongst Italian chemists. No advertisements may be displayed, not even a priced ticket to any article in the window, without payment of a tax of  $\frac{1}{2}$  d. for each. Mr. Mitchell then passed on to real English pharmacy abroad. At Monte Carlo the famous Pharmacy Cunzel was the first really good specimen of a chemist's shop he had met with. The English manager, Mr. Nafel, had been most courteous in showing him over the place, which was exceedingly well equipped in every way. The dispensing department and the laboratory were really very fine. For the latter part of his stay in Italy he had held a situation at the well-known "Pharmacy Squire" at San Remo. This was essentially the English pharmacy of the Riviera. The owner, Mr. Squire, had held it for twenty-five years, and by his courtesy the following details were supplied. It was only possible to open a pharmacy with the authorities' sanction, and in 1869 Mr. Squire had applied for this. A very long correspondence ensued, and after a year, and after the intervention of the British Ambassador, the required permission was granted; the authorities, however, retained—and do to this day—Mr. Squire's diploma. He could not speak in too high terms of this pharmacy. Everything was of the finest quality, and all the work was of the first class. The English prescriptions generally numbered eighty per diem. In conclusion, he mentioned that the Italian curriculum included four years' preliminary work at a university and one year's practical work in a pharmacy.

#### DISCUSSION.

The PRESIDENT (Mr. F. A. Rogers) thought that there should be a universal qualification for pharmacists, so that the difficulty experienced in opening a shop might be obviated. It would be more satisfactory if closer relations existed in England between doctor and chemist. Surely one year's training in practical pharmacy was far too little for satisfactory men to be turned out.

Mr. E. J. PARRY said he considered it a great pity that neither Italy nor England seemed to be able to strike the happy mean in pharmaceutical education. There they insisted on a lengthened preliminary training and next to no real practical education, whilst here to fall in the Preliminary examination was a disgrace to a second-form schoolboy. With regard to duties on proprietary articles, he had recently met with an extraordinary case of foolishness of

the French authorities. A proprietary lozenge was sent to France and refused admission. The French Minister said he would admit it if the makers would get it put into the B.P. Being shown the absurdity of this he at length agreed to admit it on payment of duty. This duty was taken on the weight of the lozenges reckoned as if composed of their most expensive ingredient, otto of roses, thus making a duty of some pounds per kilo. on articles worth 10s.

Mr. MITCHELL briefly replied.

A note was afterwards read by Mr. GEORGE ROE on

#### PHENOCOLL AND PIPERAZINE.

Piperazin.	..	..	..	..	gr. ij.
Phenocoll. hyd.	..	..	..	..	gr. iv.
Aquam ad	..	..	..	..	3j.

The above makes a clear mixture with distilled water, but when ordinary tap-water is used it deposits acicular crystals. Phenocoll hydrochloride alone remains clear with tap-water, whilst piperazine deposits very slightly. The object of this note was to show the importance of always using distilled water for dispensing.

#### ABERDEEN CHEMISTS' ASSISTANTS' ASSOCIATION.

THE fourth meeting of the session was held on Friday, December 2—Mr. A. Strachan, president, in the chair. A paper on "Microscopic Botany" was read by Mr. A. T. G. BEVERIDGE, M.B., C.M., who gave his audience a most interesting lecture on the microscope and how to prepare specimens. At the end the doctor invited questions, and, a few being asked and answered, the CHAIRMAN proposed a vote of thanks to Dr. Beveridge for his interesting address, which was cordially awarded.

The next meeting will be held on December 16, when the subject will be a debate on "Vivisection," by Messrs. MacDonald and Chree.

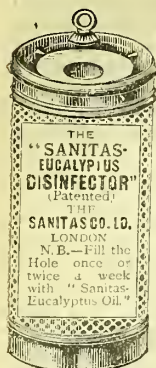
#### New Companies.

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MATTHEW GRIEVE & CO. (LIMITED).—Capital 2,000£, in 17 shares. Objects: To acquire the business now carried on by Matthew Grieve & Co. at 1 Argos Road, Liverpool, of non-alcoholic beverage manufacturers. The first subscribers (who take one share each, with one exception) are:—H. H. Nicholls, 390 Stanley Road, Liverpool, manufacturer (160 shares); A. Grieve, 24 Canterbury Street, Liverpool, joiner; J. E. Bowles, 26 Wendell Street, Liverpool, hottler; Margaret Nicholls, 390 Stanley Road, shopkeeper; J. Harker, 14 Chatham Place, Liverpool, merchant; Mary Howarth, 14 Chatham Place, and J. Harker, 75 Cantsfield Street, Liverpool, manager. Registered without articles of association.

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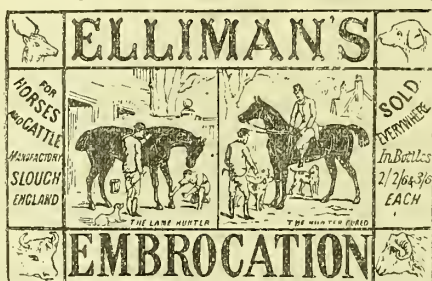
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**Editorial Comments.**

THE LADY OF THE HOUSE.

THE intervention of ladies in our trade discussions is as welcome as it is unfrequent. We have been occasionally so honoured, and we have always found that the contributions to



an epistolary debate from lady readers have been to the point and effective. The letter from a "Chemist's Wife," which we published a fortnight since, certainly did not miss the mark. In discussing the "Conditions of Labour in Pharmacy" certain Sybarites among the assistant fraternity had pointed to "Mrs. Chemist" as responsible for the discomforts incidental to their lot. The "Chemist's Wife" took up the challenge, and her letter published on November 28 called forth in response a much larger number of replies than we could find room for. Many of the writers, in aiming to be smart, succeeded only in being illogically abusive. We excised many passages of mere silly jeers which had no bearing on the subject under discussion, but which had evidently been elaborated with great enjoyment. The "Chemist's Wife," for example, had replied to the charge that she treated assistants as interlopers by the severe reply that "whilst young men show such a marked preference for associating with the servant, the lady of the house must decline to treat them as her equals." More than one of our correspondents thought a sneering insinuation of jealousy on the part of the "Chemist's Wife" a suitable retort to this allegation. The "Conditions of Labour in Pharmacy" seems to us to be a very proper topic of discussion in this journal, and it is not our fault if every party has not a fair hearing. We never cut out of a letter a reasonable argument, whether we agree with it or not, but we shall not allow our pages to be occupied with mere ribaldry.

The "Chemist's Wife" deals with the comments on her first letter in a stinging rejoinder this week, and it will be observed that her husband adds his testimony to her allegations as to the general incompetence and misconduct of the modern chemist's assistant. We are convinced that their experience is an exceptionally unfortunate one. The record of assistants on which they found their opinion—utterly incompetent, forgers, drunkards, liars, and thieves—is far too black a sketch to be anything approaching an accurate representation of the average. There is a sprinkling of such disreputable specimens among us, as our news columns too frequently testify. But it would be extraordinary if one establishment should have an unbroken series of these. The curious paradox that the higher education of recent times has made the very best class of assistants less available is easily explained. The openings for such young men away from the shop are infinitely more numerous than they were in the last generation, while the temptations of the business have not increased. This circumstance perhaps justifies the complaint of an actually lower level of excellence in the assistants of the present day as compared with those of twenty or thirty years ago. There is a tendency to educate the best out of the trade.

Outdoor service, moreover, is more freely offered. It includes hospital and official appointments, as well as many of the establishments which are euphoniously described as businesses conducted on the modern system. To such situations a large number of those trustworthy men who have no chance, and not much desire, of becoming masters for themselves naturally gravitate. Among those that remain the modern spirit of discontent has exercised its leavening influence. Lastly, the masters of to-day were themselves assistants of ten or twenty years ago, and they naturally remember admiringly their own virtues, and leniently their own defects. All these reasons go to account for the opinion which undoubtedly exists among employers that the general character of the chemist's assistant is deteriorating. We do not believe this would be found to be the case if a correct average could be struck. But we confess that our respect for the class has not been enhanced by the silly, unamiable, and unmanly attacks on the lady of the house which have

recently come before us. We publish this week with pleasure several protests against this carping spirit of the grievance-mongers, and we fully believe that these represent much more truly than the others the general feeling towards the thousands of estimable ladies whose not altogether easy task it is to administer the home arrangements of chemists' houses with a due regard to all interests.

### THE OPIUM MARKET.

ONE of the chief points of interest to dealers in drugs last month has been the all-round increase in the price of opium. The movement which led to this rise is supposed to have begun in Smyrna and Constantinople early in November; but it caught on at once in London and New York, and progressed day by day in a lively but rather unsteady flicker until the end of the month. At the present moment the excitement has been reduced to a steady glow, and the upshot of the whole business, so far, is that prices are generally about a shilling per lb. higher for the various kinds of druggists' and manufacturing opium, while the holders of finer grades of the drug, such as new crop Salonica, whose demands were considered excessive five weeks ago, have now no difficulty in selling at slightly higher prices than they would have been willing to accept then. On the whole, the enhancement in value of opium since the beginning of the present activity may be said to average roughly 20 per cent., and while early in November there were more people eager to sell than to buy, the position is now entirely reversed.

The progress of the movement has been carefully chronicled week by week in our London trade report and in the telegrams from our Smyrna correspondent, and buyers of opium and opium products throughout the country have therefore had every opportunity to lay in stock before the advance had become serious. Our information, however, leads us to think that not so many have taken advantage of the warnings conveyed to them as might have been expected. A considerable amount of business, certainly, has been done in London during the last four weeks, but there has been much less buying for distribution to the retail drug trade than for speculative and manufacturing purposes. Opium has been unusually cheap for several years, and the available supplies are said by those best qualified to judge to be inconsiderable everywhere, and especially so in London. The persistent reports that the "winter sowings" in Asia Minor have been a failure need not be taken too seriously, but it is certainly very possible that a disastrous opium harvest (and that would by no means be an unusual occurrence) might cause a further advance, not of 20, but of 50 per cent., within a few days. On the other hand, even if the crop of 1893 should prove a satisfactory or perhaps an abundant one, there is no very great margin for a further decline. These are the considerations which should guide retail buyers, who can, perhaps, buy a stock of this drug to greater advantage than many others because it is not liable to deterioration. The wholesale dealer—at least, the one whose business compels him to dispose of his purchases in the same condition of manufacture in which he acquires them—is in a much less favourable position for buying. A slight fluctuation in the market, which does not sensibly affect the smaller dealer or the manufacturer, often means to him the conversion of an imaginary profit into an unpleasantly real loss. For such a buyer the golden moment, we should think, has already flown; for there is little doubt that although the recent advance was based upon genuine and demonstrable advantages in the position of the drug,



it has been unwarrantably inflated and magnified, as such fluctuations always are, by clever speculators. On the Turkish markets especially the movement seems to have been carried far beyond its legitimate bounds, and a certain backwash is sure to follow the wave. The approaching holiday season, which habitually damps all but the strongest markets, is also likely to affect the position of opium to some extent, to the temporary advantage of buyers. But when these reactions have had their effect, some recrudescence of demand from *bonâ-fide* and speculative buyers may again be expected. While the market is in the trough between these two waves the season seems opportune for buying. At 7s. or 7s. 6d. per lb., wholesale, "second-druggists' opium can hardly be a very risky investment—at any rate, for the buyer who knows that he will be able to dispose of his purchase to the ordinary consumer within the twelvemonth. It would be extremely rash to suggest that there may be a fortune in it for the investor, but there are indications that, in political parlance, the flowing tide is with it.

### ANIMALISING MEDICINE.

THERE is a fashion in medicine as in other things. It is absurd that a profession which claims to be scientific should allow this, and if medicine were truly scientific, and the treatment of disease based on fixed principles, the changings and shiftings which occur from year to year would not happen. At present we seem to have a lull in the synthetic-medicine department, the year that is drawing to a close having produced no remedy of that class which has found a permanent foothold. The reason, perhaps, lies in the fact that pharmacologists and therapeutists have lately been using parts of animals or the secretions of animals in treating certain complaints which are little understood or which have been regarded as incurable. One thing that physiological research has pretty clearly demonstrated is that the micro-organisms which produce disease cannot live in the blood of every animal. For example, the gonococcus can only be artificially cultivated in human blood, the blood of white mice, and a few other media equally difficult to obtain; the diphtheria bacillus does not flourish in the blood of the guinea-pig; the dog, the goat, and some other animals are immune to tuberculosis. To physicians of the French school it has been an easy transition from the laboratory to the hospital experiment, and injections of dogs' blood and its serum have become one of the thousand remedies for tuberculosis. For syphilis the serum in combination with perchloride of mercury is given in dessertspoonful and table-spoonful doses along with milk. We know that the warm blood of oxen is an ancient prescription for wasting diseases: taken with the eyes shut, it tastes like milk, say those who have tried it. Of course, the ox is a tuberculous animal, and those who have prescribed it for consumptives were acting contrary to the most recent principles. We may shudder at the retrogression to mediæval and Galenic practices, but there is the seal of modern medical science upon the new departure, and whether it be dogs' blood, or the refuse of a colony of bacilli, such as we have in Koch's tuberculin, we have to recognise the fact that the animalising of medicine is more than an assertion. Brown-Séquard has recently published results of 100,000 injections of the testicular fluid with which he was to rejuvenate senile man. Ataxy, cancer, paralysis agitans, tuberculosis, diabetes, and many other diseases have been found by him to improve under the injections, and old age, we know from his own case, takes on the bloom of youth and the vigour of early manhood. The African's stew of lions' testes eaten to embolden him in war

is but a crude method of doing the same thing. These are foreign practices; we hear little of the same character in this country, but lately a wave of excitement has rolled over English medical men in regard to the treatment of myxœdema. This is a very peculiar disease, the origin of which is not yet settled, but the weight of evidence shows that it is due to the atrophy or extinction of the thyroid gland or, more correctly, body. This consists of two oval lobes, one situated on each side of the trachea, in the vicinity of "Adam's apple." They are connected to each other by an "isthmus." It is the enlargement of this body which produces goitre. The functions of the thyroid are imperfectly understood. It is supposed that it prevents the formation of mucin in the system; at all events, with its disappearance mucin appears and myxœdema results. Women are more subject to the disorder than men, and the symptoms are swelling or puffing up of the whole surface of the body. The tongue swells enormously; the eyes almost disappear in the puffed-up gelatinous skin; the hair drops off; and the kidneys and liver also assume the gelatinous state. Hæmoptysis is not an unfrequent symptom. The extirpation of the thyroid in animals is followed by myxœdemic symptoms, and Eiselsberg found that if it be removed from its natural position and transplanted into a fold of the mesentery, or into the subperitoneal tissue, it generally adapts itself to the new position, and functional activity (whatever that may be) is restored. This gave Victor Horsley the idea, three years ago, to transplant the thyroid of an animal (preferably that of the sheep, which is much like that of man) into the tissues of human beings suffering from myxœdema. The results were encouraging. Others tried the transplantation with equal success, until in October, 1891, Dr. G. R. Murray reported to the *British Medical Journal* that he had used thyroid juice for the same purpose and with equally good results. The new treatment has taken hold, and in a large number of cases it has been attended with very beneficial results. In a few days after the hypodermic injections are administered patients feel the swelling subside, their general health improves, and the hair begins to grow again; but we learn that there is a difficulty in getting a properly-prepared extract of thyroid from pharmacists. What is frequently supplied has "gone wrong," and no benefit is derived from its administration. The method of preparing the juice originally suggested by Dr. Murray was to digest a thyroid, cut small, for twenty-four hours in a mixture of 1 cubic centimetre each of glycerine and 0.5 per cent. carbolic-acid solution. At the end of the twenty-four hours the thyroid is squeezed through fine linen, and there is thus obtained with the glycerine about 3 c.c. of a turbid pinkish liquid, which, however, will not keep longer than a week. From 15 to 30 minims of the extract is used twice a week, or every other day. There are much better ways of preparing the extract. It is necessary, for example, to ensure perfect aseptic conditions and to make the extract bright by filtration. The preservation is, moreover, a subject which will require the close attention of pharmacists if the extract or, indeed, any other animal extracts are to be commonly used in medicine. We can scarcely view an outlook of that nature with much satisfaction. Apart from the fact that from the nature of it the manufacture of animal extracts must from the first be specialised, there is a peculiar repulsiveness about this new, or, rather, very ancient, therapeutics. While we have been congratulating ourselves that during the last half-century we have been getting away from the brain-of-man, bone-of-dog, and blood-of-fowl system, we find that the old spirit still lives in modern practitioners, and, worse still, it is all pretty much upon the trying-on plan. What will our successors at the end of the twentieth century think of it all?



## COMMENTARY.

**MEDICAL PRELIMINARY EXAMINATION.**—As showing the necessity for the suppression of the Apothecaries' Society's Preliminary Medical Examination, Dr. Batty Tuke, on behalf of a committee, informed the General Medical Council, at its recent meeting, that during the past five years the apothecaries had examined 3,616 candidates, of whom 2,784 passed and 832 were rejected; whereas the College of Preceptors examined 6,774 candidates, only 2,338 of whom passed and 4,436 were rejected. Mr. Brudenell Carter, on behalf of the apothecaries, said these figures were worthless, but they are at least sufficient indication of which is the easier examination.

**KOP'S ALE.**—A correspondent of the *Daily Chronicle* went to the Patent Office to see what he could find about Kop's ale, and this is what he found about it:—"5416/88.—James Harris, No. 1 Lucas Street, New Lawn, Deptford, S.E.—Temperance Beverage: 1 oz. hops, 1 oz. horehound,  $\frac{1}{2}$  oz. dandelion-root,  $\frac{1}{2}$  oz. ginger,  $\frac{1}{2}$  lb. sugar. Boil two hours, when cool add  $\frac{1}{2}$  oz. yeast, and let it work a few hours in shallow pans. Filter, aerated bottled." "To which is added," continues the *Chronicle*, "the following remark, which seems a little superfluous:—'It is obvious that any suitable syrup or flavouring may be employed in quantity according to taste.' And this is the recipe for which the public is asked to pay—some premises and plant being thrown in—a quarter of a million sterling!" We take it that a good deal of water is needed to brew the ale.

**CHEMICAL v. PHYSIOLOGICAL EXPERIMENT.**—The vivisection controversy is not yet over, and as it goes on we seem to be getting rid of invective and getting closer to fact and reason. In last week's *Lancet*, Mr. Lawson Tait has a temperate letter in which he says that long ago he admitted that there is good in vivisection, and he adds, "Who could doubt it after the masterly (no word is too good for it) unravelling of the sardine poisoning case the other day by Dr. Stevenson? This prince of toxicologists 'vivisected' some mice and guinea-pigs, and proved his case; but with it all there is a suspicion in my mind that if modern chemistry would give itself up to such work seriously, that splendid science could prove the presence of these mysterious poisons in a way far better than that of trusting to the random mediæval method of poisoning mice and guinea-pigs. The spectroscope solved in a trice the other day the mystery of the 'winking star' for the astronomer. Is not the possibility of sardine poisoning, open to all and any of us, a far more important matter than the size and shape of the orbit of Algol?" An isolated case doubtless; still, there is much "common sense" in Mr. Tait's suggestion.

**VEXATIOUS RESTRICTIONS IN THE TURKISH DRUG-TRADE.**—We have on several occasions referred to the difficulties placed in the way of merchants shipping drugs and other pharmaceutical goods to Turkey by the erratic courses of the Turkish Government. Last year, without any warning, the Government suddenly issued an order prohibiting the importation into its dominions of mineral waters, &c., patent medicines, and other so-called secret preparations. That was bad enough, but the extraordinary notions of the Turkish officials as to what constitutes an article prohibited under the order alluded to, render it unsafe to send almost any kind of prepared drug to Constantinople unless the sender is prepared to run the risk that it may be stopped. Several English export-houses, and notably Messrs. George Curling & Co., of St. Mary Axe, London, E.C., have suffered much inconvenience from the order, under which,

among other preparations, such goods as Brown's bronchial troches, Beecham's pills, Allen's hair-restorer, Rowland's macassar oil, Eno's fruit salt, and Keating's cough-lozenges have been refused admittance. The British Chamber of Commerce of Turkey have taken steps to remove the nuisance, and with some success; but constant watchfulness is required to keep the old Adam from reasserting his mastery in the official mind of the Turk. Mr. J. W. Whittall, the President of the Chamber, will be glad, he informs us, to enrol firms interested in this branch of the export-trade as members of his Chamber. The annual subscription is 10s., the life-subscription 5*l.*, and those who send the money along will have the satisfaction of knowing that it is to be spent in efforts to keep the Turk from pulling the pharmaceutical hairs out of the British commercial lion's tail at his own sweet will.

## NOTES ON ALOIN.

By LEWIS OUGH, F.C.S., Pharmaceutical Chemist.

THE various text-books describe processes for the preparation of aloin, but none of them appear to enter fully into the details of its manufacture, or give much reliable information concerning its percentage as found in commercial aloes. Smith's process is said to consist of evaporating to the consistence of a syrup *in vacuo* a solution obtained by exhausting a mixture of aloes and sand with cold water and then setting it aside to crystallise, the resulting dark mass of aloin being purified by pressure and repeated crystallisation from hot water.

Tilden's method is as follows:—Aloes crushed small is dissolved in nine or ten times its weight of hot water acidulated with sulphuric acid, and after cooling and standing a few hours the clear liquid is decanted from the resin and evaporated. The concentrated solution deposits a mass of yellow crystals, which can be purified by washing, pressure, and recrystallisation from hot spirit.

Attfield gives a process of warming the aloes with amyl alcohol, pouring off the solution, allowing it to stand a few hours to crystallise, and purifying the deposited aloin by washing with ether or bisulphide of carbon.

Each of the above methods has been tried to determine which is best suited as a manufacturing process, and Attfield's, although very satisfactory on a small scale, is not found practicable, the large quantity of hot amyl alcohol required being considered somewhat dangerous, and after numerous experiments with Barbadoes aloes, Tilden's process, slightly modified, gives by far the best results. The process which I have found to work satisfactorily is as follows:—Forty pounds of aloes is dissolved in boiling water and allowed to stand to deposit the resin, which is then removed, the liquid being rapidly evaporated to a thin syrup and acidulated with hydrochloric acid. On standing the aloin slowly deposits, and after separation by filtration hydraulic pressure is found best suited to remove the residual mother-liquor. This impure aloin is then made into a paste with water slightly acidulated and again pressed, and the operation repeated until the liquor that exudes is almost colourless. The crystalline mass is dried slowly at 120° F., and when finely powdered yields 5 lbs. of Barbaloïn of a pale yellow colour, agreeing with all the Pharmacopœia tests, the broken crystals being inodorous, with the taste of aloes, slightly soluble in cold water and spirit, and freely so in hot liquids, and insoluble in chloroform, ether, and benzene. A cold aqueous solution is of a pale yellow colour, but when heated rapidly it changes to a wine-red from formation of an oxidation product—aloetin. Treated with strong nitric acid the characteristic crimson colour is obtained, whereas no reaction occurs with strong sulphuric acid and the vapour of nitric acid.



By this method, dealing with an ordinary sample of Barbadoes aloes, the average yield of aloin has been about 12 per cent., and the resinous matter deposited 25 per cent.; but from the same sample this yield has varied considerably, most probably in consequence of the heat employed not being the same on each occasion, and also varying with the length of time the heat has been applied. A paper by H. C. Plenge, in the *American Journal of Pharmacy* of 1884, gives 9 per cent. as the yield of aloin from Barbadoes aloes, and probably the larger quantity which I have obtained may be due to having treated aloes exceptionally rich in aloin.

The experimental work upon which these notes are based has been carried out in the laboratories of John Richardson & Co., of Leicester (Limited), by whose permission the results are published.

### MARRIAGE.

[Notices of Marriages and Deaths are inserted free if sent with proper authentication.]

**FARRIES—BARRETT.**—On November 23, at Christ Church, Down Street, W., by the Rev. F. Henry Smith, of Allyn's School, Dulwich, Thomas Faries, of Charles Street, Berkeley Square, and Watford, to Tessie Dixon, daughter of the late H. Barrett, of Menival, Dulwich, and Mrs. Barrett, of Millbrook, Putney.

### DEATHS.

**AINSLIE.**—By the death of Mr. William Ainslie, of Edinburgh, one of the few remaining links between the past and present of Scottish pharmacy has been removed. When the Pharmacy Act of 1852 was passed the Pharmaceutical

Society had less than forty members in Scotland, and twenty of these were in Edinburgh. Mr. Ainslie was one of the twenty, his membership dating from 1849. His partner, Mr. James Gardner, was also an ardent supporter of the Society, and one of the earliest Presidents of the North British Branch. It was a feature in the early days of the branch that those who ranked as juniors warmly supported their seniors; thus it happened that Bailie Macfarlan had



Mr. J. R. Young at his right hand, Mr. Richard Raimes had Mr. Blanshard, and Mr. Gardner had Mr. Ainslie. The branch was founded in 1851, but there is no public record of it until 1853, when Mr. Ainslie was amongst those appointed upon the "committee," and, with another, he acted as curator of the library and museum. In 1860 he was elected Vice-President of the Branch, with a seat on the Board of Examiners for Scotland, which he retained until 1833, when he retired. He was on two occasions President of the Branch—viz., in 1861 and 1868. It was as an examiner that Mr. Ainslie was best known. For many years before the College of Preceptors took over the Preliminary Examination he was responsible for the adjudication of the papers written in Scotland, and as an adjudicator he was generous and impartial. Pharmacy was the subject with which he was identified in the Minor, and here he endeavoured, as far as it was possible in an oral examination, to get at every candidate's practical knowledge of pharmacy. He had very decided views upon the subject of examination generally and the duty of pharmaceutical examiners to the public, and at various times his counsel had great influence upon his colleagues, whose regard for the man and his worth were shown on his retirement from the Board by the presentation of a silver snuff-box. In business Mr. Ainslie retained the spirit of the old school. The firm with which

he early became connected was one of the oldest in Scotland, and the business had several peculiar features about it. There was, for instance, the veterinary connection: twenty years ago Gardner & Ainslie's medicines were known over the whole of Scotland. But it was in the manufacturing of galenicals that the firm became especially noted. In the early fifties, before fluid extracts were known in the United States, Mr. Gardner had made a thorough study of their preparation, and ere long he and Mr. Ainslie were supplying English and Scotch wholesale houses with concentrated infusions, fluid extracts, syrups, liquors, &c. This business, after Mr. Gardner's death, Mr. Ainslie continued, and thus his figure became familiar to the principal druggists in the North. He was a man of great geniality and warmth of heart, exceedingly conscientious in business matters, and thoroughly devoted to pharmacy. In his day Mr. Ainslie trained many apprentices who have taken good positions in pharmacy and medicine. Amongst those whom we at present recall are Mr. Thomas Symington, of Edinburgh, and Mr. George A. Grierson, of York. He was an "Elder of the Kirk," and in politics a Conservative. Mr. Ainslie died at his residence, 13 St. Catherine's Place, Grange, Edinburgh, and he was buried on Saturday in the Grange Cemetery. Representatives of the North British Branch were amongst those who followed his remains to the grave. Mr. Ainslie is survived by Mrs. Ainslie and a grown-up family, the eldest son, Mr. William Wood Ainslie, being the manager of the business.

**BASKER.**—On November 25, J. P. Basker, chemist and druggist, Sheffield. Aged 48.

**HOLT.**—On November 22, Mr. J. Holt, chemist, Longsight, died suddenly from a weak heart, while taking stock in his shop. Aged 74.

**SNARTT.**—On November 26, Frederick M. Snartt, chemist and druggist, Stamford. Aged 37.

### Personalities.

**MR. JOHN JOHNSON** has been appointed Dispenser at the Plymouth Hospital, *vice* Hart.

**MR. R. H. FORSTER**, chemist, Dover, has been elected Vice-Chairman of the Dover Amalgamated Friendly Society.

**MR. R. L. GIBSON**, chemist and druggist, Swan Street, Loughborough, has been elected by the Conservative party in the borough to fill a vacancy in the Benton Ward.

THE testimonial to Sir George Buchanan in respect to his work as a public servant is to take the form of a gold medal to be given biennially or triennially for distinguished services rendered to sanitary science. The Royal Society will be requested to award the medal, and Sir George Buchanan will define the conditions under which it will be given.

**DR. V. BAEYER**, the new Rector of Munich University, in his recent opening address told his hearers that Liebig was first attracted to the study of chemistry by witnessing his father, who was a dealer in paints, manufacturing some of his goods. From the day when he first saw this process Liebig spent all the time he could experimenting in his father's workshop, mostly alone. Dr. Baeyer then referred to Helmholtz, the famous chemist, and stated that most great men had passed a solitary youth, and that it was to this circumstance that they owed the development of those latent special capacities which had made them famous.

IN his leisure Sir Henry Roscoe has the opportunity of giving his fellow-chemists the benefit of his old acquaintances in the chemical-world. One of the last bits is the following:—"I was dining some years ago," he says, "with the great Dumas, and after dinner we sat together on the sofa smoking our cigars, when he said to me, 'I have been in many positions—professor, Minister of State, and investigator—and I have seen the world from many points of view. If I had to live my life again I would not leave my laboratory. The greatest pleasure in my life has been original work; the second greatest that of teaching a class who appreciated what I was telling them.'"

**MR. J. WESTLAKE**, chemist, of Sutton, had a narrow escape from serious injury last week. He accidentally split



some methylated spirit close by the gas-jet. The spirit ignited, and several bottles of chemicals and the soap fittings were damaged. Two members of the Fire Brigade ran up with the hand-pump, and speedily extinguished the flames. Damage to the extent of about 20*l.* was done. Mr. Westlake was enveloped in flames from head to foot, but his daughter, entering the shop at the moment, with great presence of mind, ran to his assistance, and by embracing him extinguished the flames. But for her timely assistance he might have been fatally burned.

Mr. W. A. JONES, the manager of the export department of Messrs. Evans, Sons & Co., was the hero of an exciting narrative published in the *Birkenhead News* of Wednesday last. Mr. Jones resides at West Kirby, and about midnight last Friday he heard faint cries for help coming from a field near his house. Dressing hurriedly, he hastened towards the spot, and ascertained that a man was in the field sinking in a bog. Mr. Jones could not at once approach the man, who implored him piteously not to leave him. Having obtained the assistance of two neighbours, and getting some planks, the man was rescued after much difficulty. He was, however, then so exhausted that he collapsed, and was carried to Mr. Jones's house. Medical assistance was procured, and after about four hours constant treatment he recovered. The man who had such a narrow escape was a Manchester gentleman, who was residing temporarily in the neighbourhood, and who had tried to reach his apartments by a short cut.

MR. S. W. FAIRCHILD, of Messrs. Fairchild Bros. & Foster, the well-known firm of manufacturing chemists of New York (whose original work in purifying and perfecting in concentrated and stable form the digestive enzymes has been recognised throughout the world), is visiting London for a few days. Mr. Fairchild is president of the New York College of Pharmacy. At the time of his first election to that office, three years ago, he inaugurated a new and thoroughly progressive policy, which has resulted in unprecedented success to the college. The efficiency of the faculty and the standard of examinations have been very much raised and the number of students has been largely increased. Not content with this, a fund is now being raised for the erection of a new and extensive college building. It is proposed to make this college in all departments the most complete institution of its kind for practical and technical instruction in pharmacy and its branches. Mr. Fairchild's popularity is further marked by his recent election as chairman of the drug and chemical section of the New York Board of Trade, which embraces in its membership all the important New York manufacturers and dealers in drugs and chemicals and allied products. This section of the New York Board of Trade is one of the most powerful factors in America in influencing legislation affecting commerce.

## Legal Reports.

### SELLING A BUSINESS.

IN the Manchester County Court, on Friday, November 25, his Honour Judge Heywood tried a case in which the plaintiffs were Thomas Tomlinson & Son, trading as chemists and druggists' transfer agents in Manchester, and the defendant Mr. John Ettles, chemist and druggist, carrying on business at Woolwich. Mr. Leresche appeared for the plaintiffs, and the defendant was represented by Mr. C. J. Fleming, M.P. The case for the plaintiffs, as stated by counsel in his opening speech and supported in evidence, was that in February last they were instructed in writing by the defendant to dispose of his business at 47 Market Street, Ashby-de-la-Zouch, Derbyshire, for the sum of 650*l.*, or at a valuation. After some considerable correspondence they introduced to the defendant Mr. J. H. Mason, who was willing to purchase the business, and who ultimately paid to the plaintiffs a deposit of 60*l.* The business was to be valued in the usual way, and the purchase was to be completed on September 29 last. But to letters they sent to the defendant the plaintiffs could get no satisfactory reply, and ultimately, about September 14,

he wrote to them to say that he would not complete the sale. It was subsequently ascertained by the plaintiffs that the defendant had resold his business through another firm of transfer agents (Messrs. Crocker & Co, London) within a few days of the time at which he cried off with Mr. Mason. The plaintiffs claimed that they had effected the sale of the business, and that it was through the fault of the defendant that the sale was not completed. Under these circumstances the plaintiffs claimed 5 per cent. commission on the first 100*l.* of the 650*l.*, and 2½ per cent. on the remaining part of the 650*l.*, making a total of 18*l.* 6*s.* For the defence it was said—and evidence was called in support of the statement—that (1) the plaintiffs were not to receive their commission unless the sale was effected, and that the sale had not been effected; and (2) that the proposed purchaser, Mr. Mason, had made it a condition of the purchase that the lease of the premises which the defendant held should be extended by the defendant's landlady—a demand with which the landlady declined to comply. His Honour, in giving judgment, said that the whole of the case seemed to be contained in the correspondence, which was rather voluminous. On looking through the correspondence he found that in none of the defendant's letters was there any statement or any suggestion that Mr. Mason had made it a condition of the proposed purchase that the lease held by the defendant should be extended, and therefore he could not place reliance on the defendant's statements as to that, and he thought that the correspondence (and writing was always a great deal to go upon) bore out the statement of the plaintiffs and their witnesses. He therefore gave judgment for the plaintiffs for the full amount claimed and the usual costs.

### THE CARBOLIC SMOKE-BALL CASE.

IN the Court of Appeal on Tuesday, the case of *Carlill v. The Carbolic Smoke-ball Company (Limited)* came before Lords Justices Lindley, Bowen, and A. L. Smith as an appeal by the defendants from the judgment of Mr. Justice Hawkins.

Mr. Finlay, Q.C., and Mr. Terrell were counsel for the appellants; Mr. H. F. Dickens, Q.C., and Mr. Wilfred Allen appeared on the other side.

Mr. Terrell said the appeal was from a judgment for the plaintiff for 100*l.* and costs. The action was brought by Louisa Elizabeth Carlill, who was a married woman, against the Carbolic Smoke-ball Company under peculiar circumstances. The defendants were the proprietors of a substance which was supposed to cure influenza, or to prevent influenza and other diseases, and they issued an advertisement in the following terms:—

One hundred pounds reward will be paid to any person who contracts the increasing epidemic, influenza, colds, or any diseases caused by taking cold, after having purchased and used the ball three times daily for two weeks according to the printed directions supplied with each ball. One thousand pounds is deposited with the Alliance Bank, Regent Street, showing our sincerity in the matter. During the last epidemic of influenza eight thousand carbolic smoke-balls were used as preventives against this disease, and in no ascertained case was the disease contracted by those using carbolic smoke-balls. One carbolic smoke-ball will last a family several months, and it is the cheapest remedy in the world at the price, 10*s.*, post free.

Upon that the plaintiff bought, at a shop in Oxford Street one of the balls, and used it according to the directions. She gave evidence which it was obvious the defendants could not test or dispute. After she had purchased the ball she contracted the influenza, and thereupon applied for the 100*l.* which was the reward offered, and not being paid she brought an action to recover it. Mr. Justice Hawkins gave judgment in her favour, and the defendants now appealed on the ground that no contract had been constituted by the advertisement which would enable the plaintiff to sue.

Lord Justice Lindley: That objection has been exploded a long time ago, has it not?

Mr. Terrell: There is no certainty here as to the person to whom the offer is supposed to have been directed.

Lord Justice Bowen: That point I do not think is arguable. If a person comes forward in answer to an advertisement and acts upon it, he makes himself a contracting party.

Mr. Terrell said that the case relied upon by his friend was one in which a woman was held to be entitled to recover



237 offered as a reward for information, although she was led to inform not by the advertisement, but by anticipation of death.

Lord Justice Lindley: An advertisement is an offer. That has been well settled the last fifty years.

Mr. Terrell: Here there is no acceptance of the contract. There is no certainty as to when the contract operates. If a man or a woman contracted influenza twenty years after, it would come within the terms of the advertisement.

Lord Justice Lindley: I do not suppose it is a warranty. You must put a reasonable construction upon it.

Mr. Terrell: Then it is a general offer to the world at large, and it cannot be said to be accepted by a person who goes to some shop, buys a ball, and says she uses it in the prescribed way.

Lord Justice Lindley: You assume that.

Mr. Terrell urged that here there was no ascertained party to the contract.

Lord Justice Smith: If your point is right, how can you sue a railway company upon a time-table?

Mr. Terrell: The railway company subsequently makes a contract with you when you take your ticket.

Lord Justice Bowen: Do you propose to ask us to overrule what the late Mr. Justice Willes stated as the law in these cases?

Mr. Terrell cited the case of *Harris v. Nickers*, in which the defendant, an auctioneer, advertised a sale of some office-furniture to take place in Suffolk. The plaintiff had a commission to buy, and went to the sale; but all the lots of furniture were withdrawn, upon which he brought an action to recover his loss of time and expenses. It was, however, held that the plaintiff could not recover, as the advertisement was a mere declaration and did not act as a contract.

Lord Justice Bowen: A mere declaration that offers would be received, that is all.

Mr. Terrell: The defendant failed to put him in a position to make an offer.

Lord Justice Bowen: They held there that on the true business view of the advertisement it did not contain a promise to anybody.

Mr. Terrell: They decided rather on the inconvenience. In another case (*Gerard v. Bates*) it was held that the count in a declaration was bad as it showed no consideration for a promise moving between the defendant and the plaintiff. Here it is not a promise to anyone personally. It is a promise to the whole world, if it be a promise at all. The whole world might come and say they had bought these balls and used them.

Lord Justice Smith: If you buy my goods at 10s. apiece, I will give you 100%.

Mr. Terrell: And use it in a certain way and catch influenza. To anybody in the world I will give 100%. It is indefinite, and does not contain any time in which the promise must be performed.

Lord Justice Bowen: That seems to me to be the best point you have. But I think the answer would be—it would be for the jury to say whether it came within a reasonable time or not.

Mr. Terrell: The case of *Guthring v. Lynn* raises the question of vagueness. That was a horse case. The consideration stated for a warranty was that the plaintiff would purchase a horse for 63%, and if the horse were lucky he would give the defendant 5% or the buying of another horse. Held, it was too vague to enforce and did not amount in point of law to a promise. The Chief Justice asked who was to say whether the horse proved lucky.

Lord Justice Bowen: That shows a jury cannot do everything. But could not they say what a reasonable time was?

Mr. Terrell: I suggest that to say what is a reasonable time is just as difficult as to say what is reasonably fortunate.

Lord Justice Bowen: It might be said here that the contract is in force only during the time in which the smoke-ball is to be used.

Mr. Terrell: But then the advertisement becomes vaguer, because it speaks not only of influenza but other diseases. It might refer to rheumatism.

Lord Justice Bowen: This is influenza. We need not trouble about the others.

Mr. Terrell: I submit in construing whether this be a contract or not, it does not matter what happened.

Lord Justice Lindley: You are contending this means nothing at all?

Mr. Terrell: I submit it is not in law a contract, because it is too vague in its terms.

Lord Justice Lindley: You say it has no legal effect at all?

Mr. Terrell: Yes.

Lord Justice Lindley: It was intended, of course, to induce people to buy this smoke-ball.

Mr. Terrell: Yes. It is like the case in which the man intended to induce a person to marry his daughter. It was held to be no contract.

Lord Justice Bowen: I suggest that the warrant here is to take effect as soon as the end of two weeks.

Mr. Terrell objected that no person was named, no disease defined, and no time specified. There was sufficient to bring the case within the authorities he had called attention to.

Lord Justice Bowen: It is the acceptance that makes the contract.

Mr. Terrell: The document followed by the acts which are admitted. All the words of the contract are here, and it is necessary to have either some advantage to the promisor or some detriment to the promisee.

Lord Justice Bowen: He paid his money and used the ball.

Mr. Terrell: Of course the importance of this to this man is that he did not realise the number of actions that might be brought against him.

Lord Justice Bowen: Is not putting your nose three times a day to the smoke-ball for a fortnight sufficient to establish consideration?

Mr. Terrell: It does not follow there is any prejudice to the person who does it.

Lord Justice Bowen: It is an act performed which is a labour and trouble to the man who does it.

Mr. Terrell: There is nothing in the contract to show that any profit will come to the promisor. It might or might not. The offer is to anyone who uses the ball, but it does not follow that he who uses it is one who buys. Another point is that if it be a contract at all it is a contract of insurance against loss by reason of catching influenza or any other disease. In that case it is hit by statute as no names are inserted.

Lord Justice Bowen: An insurance contract is contained in a policy which is not issued until accepted.

Lord Justice Lindley: Do you call this advertisement a policy?

Mr. Terrell: If it be a contract at all, I submit it is a contract of insurance. If not, then it is a gaming and wagering transaction.

Lord Justice Smith: Is it a life policy? (Laughter.)

Mr. Terrell: An insurance against accidents. I submit it indemnifies a person who uses the smoke-ball against loss that may be occasioned by influenza. The act voids such contracts if they have no names.

Lord Justice Bowen: It seems to me extremely clear that the statute was meant to affect policies of insurance in the ordinary sense. This is not one. It is not a wager assuming the form of a contract.

Mr. Terrell: If it were not for such cases as this there would have been no reason for the legislation. Supposing it is not a contract of insurance, then it is a wagering contract.

Lord Justice Bowen: In most cases of that kind one party or the other pays according to the event.

Lord Justice Lindley: Your argument would go to show that any promise to pay upon an uncertain event was wagering.

Mr. Terrell: Here there is an element of risk.

Lord Justice Bowen: Supposing I were to say, "Go to my house, and if you find my watch I will give you 100%."

Mr. Terrell: I should risk my remuneration for work and labour expended.

Lord Justice Lindley: We had better have the judgment.

Mr. Terrell read the judgment of Mr. Justice Hawkins delivered in the Court below.

Mr. Finlay submitted there was no contract. To be a contract there must be a promise supported by consideration.



What was the consideration here? If it were that any person who would purchase one or more of the carbolic smoke-balls should get a warranty against the influenza, with liquidated damages to the extent of 100*l*. if he used them according to the directions, then manifestly there would be a consideration and no defence to the action. But this would not be the case at all. The warranty, if it were a warranty in the sense contended by the plaintiff, would extend to a case where a person who said he had used the balls might have found them, or, to put an extreme case, had stolen them from the defendants. There was no consideration whatever for the promise. One of the conditions his friend relied upon was that the person who was to get the 100*l* should contract the influenza. It could not be suggested that that was any consideration, because there was no advantage to the defendant if that disorder were got by the plaintiff; and if the person, for the purpose of obtaining the reward, wilfully contracted the disease, the case would not apply. The using of the balls according to the directions sent could not constitute a consideration, as the balls need not be purchased.

Lord Justice Lindley: They must be purchased somewhere.

Mr. Finlay: It might be they had been stolen from the defendants. I am not referring to the present case. Of course the object of this advertisement was to increase public confidence in the efficacy of the smoke-balls.

Lord Justice Smith: To increase the 10*s*. (Laughter.)

Mr. Finlay: Of course it was desired, in a sense, to increase the sale. But I say there is no legal contract. In the first place, there is absolutely no limit as to point of time. Putting in another advertisement recalling it would be of no use, because the plaintiff could say, "I did not see the advertisement recalling it." Then there is no means whatever of checking the use by the plaintiff of the carbolic smoke-ball. There is an offer of reward which would be binding in honour, and from a business point of view, if the plaintiff had come forward and offered to compete under such conditions as would enable the defendants to see that the conditions were complied with. The thing was too vague to be worked. There was no limit of time, person, or place. What the appellants were looking for was not an increased sale of the balls, but an increased confidence of the public. If the advertisement could be confined to purchasers that would be another matter. The company were not looking for an increased sale arising from a rush of intending competitors to buy the smoke-ball.

Lord Justice Smith: What about actions on time-tables?

Mr. Finlay: The Court have looked upon them as invitations to people to come to the stations to take a ticket. If an employer had a clerk who did not want to go to the West Indies because he was afraid he would catch the yellow fever, and the employer promised if he went and caught it he would give him 1,000*l*., there would be consideration, because it might be to the distinct advantage of the employer to induce the clerk to go.

Lord Justice Bowen: The using of a smoke-ball by a man who did not want to use it, is not that consideration?

Mr. Finlay: No, not in the same way as if a physician wanted to experiment as to the effect of a particular diet. He has asked a person to do a particular thing, and says, "In consideration of your doing it I will pay you." The learned counsel again referred their Lordships to the case of *Gerard v. Bates*.

Lord Justice Lindley observed that the advertisement had not been put forward as an inducement to people to steal the smoke-balls. (Laughter.) As to the advertisement being binding in honour, whoever heard of a limited company being bound in honour?

Mr. Finlay: Your Lordship sees the unfairness of these people being liable to be shot at by any person who chooses to come into court and say—

Lord Justice Lindley: Why did they promise to pay any one 100*l*?

Mr. Finlay said of course there was a wide distinction between contracts entered into with the intention of incurring liability and a mere statement that was put out as an inducement. He submitted the fair construction of the advertisement was that the company were willing to pay anybody 100*l*. who came forward and gave notice that he

was a competitor for the reward, and was willing to try the smoke-ball under conditions which would ensure success. There was no provision here for ascertaining the person at all. At the present moment there might be 10,000 people watching for the result of this appeal. There might be a swarm of impostors in this industry of smelling smoke-balls who might continue to march in as long as there was anything to be squeezed out of this unfortunate company.

Lord Justice Lindley: The man who issued the advertisement was very unwary. (Laughter.)

Lord Justice Smith: This action was commenced some time ago, and as far as I know there is none other.

Mr. Finlay: This appeal is pending.

Lord Justice Smith: Oh, yes; but they have got to go into the witness-box before a jury. The question can be asked, "Why did you not begin the action before?"

Mr. Finlay: I can hear my friend Mr. Dickens saying to the jury that a matter of prejudice might be imported into the trial, but they would be of opinion that his client had acted like a sensible man and had not rushed into litigation, but had waited until he knew how the law stood. (Laughter.) His friend would proceed to say that of two things there could be no doubt—namely, that his client had used the ball and had had influenza. Mr. Dickens would be too much for them. There was no prejudice in this case, because he (Mr. Finlay) was not aware that the balls were unpleasant things to smell. (Laughter.) In conclusion, Mr. Finlay said that he wished to say that his clients were absolutely willing to abide by the advertisement if it were tried under any fair conditions. What they protested against was that a use should be attempted to be made of it which was never intended, and which would at once expose them to be preyed upon by a multitude of impostors.

Lord Justice Lindley intimated that Mr. Dickens need not trouble himself about wagering or insurance.

Mr. Dickens said they had to consider, then, whether there was an offer; whether that offer was accepted; who were the parties to the contract; whether there was any consideration for the contract; and whether the conditions were performed on which the person became entitled to the 100*l*. In this case the defendants admitted that the plaintiff *bonâ fide* purchased the ball, *bonâ fide* went through the smelling performance, and, in fact, fulfilled the directions. What was the meaning of the advertisement? Was it intended to be mere boasting, or was it intended to be an offer? It was to the defendants' interest to have as many of their balls used as could be used, and they put forward a document in a newspaper which was, he submitted, an offer, and intended to be acted upon. Mrs. Carill bought the ball from a chemist who was admitted to be an agent of the defendant company.

Mr. Finlay did not think so. The chemist merely bought to sell again.

Mr. Dickens was not quite sure about that, as he was not present at the trial, nor was Mr. Finlay. Having regard to the specific offer in the advertisement, he submitted it was clearly intended as an offer in definite terms—an offer to all the world, not only to the persons who purchased; and was also intended as an advantage to the sellers. If Mr. Wilcox (the chemist) should become short of stock, no doubt he would be likely to go to the company for a fresh supply. It was thus intended to attract the attention alike of persons dealing in and of those using the balls. On the point whether the purchaser was to be identified, there was a definite statement that if any person should do a particular act a certain result would follow in a given state of things—viz., that he should receive a sum of money. When, therefore, a did this act he was identified with this particular contract. In support of this view the learned counsel quoted from a reported case of a railway company offering a certain train to start from a definite place at a stated time. Until some passenger came and took his ticket he was not identified, and there was no contract, but upon his taking the ticket there became two parties to the contract and identification. Between that case and this there was no distinction in principle. A reward was here offered, and Mrs. Carill seeing it and acting upon the terms on which it was offered, at once became identified as the person accepting the offer, there being no necessity on her part at all to give notice that she accepted it. By her act of purchase she was separated from the rest of the world, and, having performed the stipulated



act, the contract was as complete as if her name had been expressly inserted in it. Then, could it be said there was not acceptance of this contract where the fact of its acceptance had not been communicated to the defendants? Again, he referred to the dictum of Lord Blackburn in the case he had just quoted as peculiarly applicable to this case. "I have always believed the law to be this," said his Lordship; "that when an offer is made and a party accepts it, and there is a request, expressed or implied, that he must signify his acceptance by doing some particular thing, then by the doing of that thing he is bound." It was not suggested in this advertisement how the acceptance was to be made, and the inference was that it was never contemplated that before trying the ball the purchaser should say he was going to try it. In this case the purchaser had to signify his acceptance by doing what? By using the ball in a certain way, and on his doing that the promise became operative in respect of the reward of 100*l.* to any person using the ball as provided for.

Lord Justice Bowen remarked that if the learned counsel's contention was right, the company might never know with whom they contracted.

Mr. Dickens said that was so in all cases of advertisement. The form of the offer in this instance contemplated no notice. The words were perfectly distinct that they were to do nothing but buy the ball and use it in a particular way; but to adopt his learned friend's argument they must read certain words into the offer to pay 100*l.* The acceptance was implied by a person using the ball in the specified manner; if he did not use the ball he did not accept the offer, and if he did use it he accepted it.

Lord Justice Lindley: Then you say all notice is waived?

Mr. Dickens assented, and said the peculiar nature of this contract was in favour of his view rather than that of his learned friend. If notice had to be given, he submitted there should have been some intimation of it made in the offer. On an individual fulfilling the condition which was the result of his contract he could sue upon that contract.

At this stage the Court rose for the day.

### WEDNESDAY.

Mr. Dickens, continuing his argument, said with reference to the first point whether or not there was an offer, he wished to point out that Mr. Finlay, speaking on behalf of the company, had himself said it was an offer binding in honour and from a business point of view in certain circumstances. The only meaning that could attach to those words was that the advertisement was seriously put forward, and it did away with the argument that it was never intended to be acted upon at all because of its vagueness, or that it was mere boasting. The offer was to become liable to anyone who happened to fulfil the contract of which it was an offer. The plaintiff was not bound to communicate with the defendants and say, "I intend to act upon this offer." In the cases of rewards it had never been argued that in order to become entitled it was necessary to say, "I intend to get the information"; and the learned counsel quoted several reported cases in proof, including the dictum of Lord Chief Justice Denman that a plaintiff, by having given information in a case of murder for which a reward had been offered, brought herself within the terms of the advertisement, Mr. Justice Parke adding that there was a contract with anyone who performed the conditions mentioned in the advertisement. In actions brought on time-tables the contract was created by the person coming to the station, not by giving notice that he intended to come to take a ticket. Mr. Finlay had suggested that if the plaintiff had given notice of her intention the defendants could have had a control over the treatment. He (Mr. Dickens) denied that, as there was nothing in the advertisement which suggested supervision. If anyone offered a reward for the finding of a dog and a person found it, could it be said that there was no contract? When the dog had been found the reward had been earned. All the man had to do would be to come and say he had fulfilled the condition. Here the contract arose when the plaintiff began to sniff the balls. The case came within the language of Lord Blackburn; the only thing required to be done was to perform the act, and when done the promise became binding. Assuming for a moment it was necessary to communicate the fact that the plaintiff was going to try the balls,

was there not evidence that here that communication had been made? There was clear *prima-facie* evidence, having regard to the fact that Mr. Wilcox sold the things with the printed directions in boxes, that he was an agent to sell, and it was clear the advertisement was directed not only to people who used, but to people who sold as well. Again, if information after the event were necessary, the plaintiff had given it by writing the letter saying, "I have done the act, give me the money?" As to the argument that the contract could not be enforced because of its vagueness, he submitted that there was no vagueness about it, and no difficulty in ascertaining who the parties were. As soon as the person did the act required, the particular person was selected from the general body of the public as the one entitled to the reward. He asked their Lordships to say whether it was not a fair and reasonable construction to put upon the contract, that, reading the advertisement as a whole and not in its isolated parts, it was intended to apply to a person who, having purchased the ball and followed the printed directions supplied with it, should be paid the 100*l.* if certain results followed. With regard to the difficulty which had been raised in respect to the time of the performance of the contract, he did not much care which way the contract was construed. It might be—though he suggested it was not so—that the construction of Lord Justice Bowen was correct that you were to try the ball three times a day for two weeks and then go on using it, and the promise would extend only to the time you so used the ball.

Lord Justice Bowen remarked that his brother Smith had suggested another way of construing it—that it should be used during the epidemic. His own difficulty was, what was a reasonable time?

On that, Mr. Dickens said, he submitted that where no time was mentioned a reasonable time was implied, and there was no more difficulty in defining what was a reasonable time in this case than in any other. The "reasonable time," he submitted, was to be tested by the length of time elapsing between the use of the balls and the taking of influenza—provided it were such a time as the plaintiff would reasonably get rid of the effects of the medicine she had taken. (Laughter.) These smoke-balls were put forward as a specific—not as a quack medicine, but something in which the defendants had great faith. Of course, it would be ridiculous to say the contract would be binding for any time. The best specific in the world would only last a certain time. You had to be vaccinated every seven years. Next, he contended there was ample consideration. Gerard v. Bates did not affect this case in the least. It was perfectly explicable on this ground. There Lord Campbell's judgment went on the basis that there was no consideration because there was no privity. The case went entirely on the form of the declaration, which did not allege that the promise was made not only to the original bearers of shares, but to any future bearers to whom they might be transferred.

Lord Justice Bowen: How can there be consideration where there is no privity? If Lord Campbell had made up his mind as to that, what does he want to go on and argue out the matter for?

Mr. Dickens: I think if your Lordships read the judgment you will see that I am right; but in this case the promise was admittedly to a body of persons, of whom the plaintiff forms one—namely, the public generally. I need hardly say much on the question of consideration. It is perfectly clear the ball was purchased, and that is a direct benefit. If I use the balls for the company's benefit when I do not want to it is a detriment to me. Here we have an offered contract, an acceptance, the parties determined, the time determined, and the illness determined. I submit, therefore, the judgment of the Court below is right and should be affirmed.

Mr. Allen having followed his leader in a short address,

Mr. Finlay, in replying on the case, said what Mr. Dickens had called consideration was simply a condition as much as taking the influenza. This advertisement would apply just as much to the case of a person who had used the ball before the advertisement appeared as afterwards. It was said the advertisement was designed to call a rush of buyers; but that was not so, it was to create public confidence in the article. And the class of persons to whom the reward was promised was those who took influenza after having used the smoke-ball under specified conditions. The



use of the remedy was not a consideration at all, but merely one part of the condition. If that were so, there was no consideration for it, and the whole thing fell to the ground. This was a promise to pay, and not a request to anyone to do anything, as was the case in the whole class of reported cases which had been quoted by his friend on the other side. What a person did with the smoke-ball after hnying it was a matter of indifference to the defendant company. They were anxious to create a sale for the ball, and they believed this would be encouraged by showing their confidence in it by making the promise. In this respect the present case totally differed from all that had been quoted from reported decisions by his friend. In those instances requests were made, and a service asked for; but here no service was asked, the user of this ball by smelling it was not creating a consideration as rendering a service. There was also this difference—that in the reported cases the service could be rendered by only a limited number of persons; but here, if his friend's suggestions were adopted, the contract would be open to the whole of the inhabitants of the metropolis. The astonishing scope of such a suggestion, with the vagueness and comprehensiveness of the contract, were strong arguments in themselves against his friend's contention. According to the plaintiff, having taken one sniff at the ball, the defendant would not be at liberty to retire from the contract—(laughter)—because she had altered her position by sniffing.

Mr. Dickens dissented.

Mr. Finlay said his friend was anxious to get out of that. Everyone was anxious to escape from the absurdities arising from their own arguments, but they could not always do so. It had never been contended here that this medicine was purchased by Mrs. Carlill on the faith of a warranty. In cases of executory consideration three elements were necessary—request, consideration, and promise. Here no request could be implied. There was no executory consideration, the smelling of the ball being no benefit to the defendants at all, but one of the conditions only. His friend had not met the case of the ball being stolen. If anyone had come and said, "I am going to try your treatment; you must keep your promise," the defendants would have replied, "Certainly we will; only you must use the medicine under such conditions as will ensure success." You could not confine the offer to "the increasing epidemic of influenza," because the advertisement went on to speak of colds. To limit it to the time of user was going in the teeth of the advertisement. You could not suggest any limitation of this astonishingly wide contract.

Lord Justice Bowen said these limitations might be suggested to involve the behaviour of a germ, and what it might reasonably be expected to do within a reasonable time. (Laughter.)

Mr. Finlay put it that his friend was involved in all these insuperable difficulties in trying to make out that this advertisement was a legal, binding contract.

Lord Justice Lindley: Advertising has many advantages, but this seems to be one of its disadvantages.

Mr. Finlay said that in this case the defendants had paid the money, but they wanted it established that there was no legal liability.

#### JUDGMENT.

Lord Justice Lindley, in giving judgment, said: This is the appeal of the defendants against the judgment of Mr. Justice Hawkins making them liable to pay 100% in circumstances to which I will allude. The defendants are the makers, or the persons interested in selling as largely as possible, a thing they call the "carbolic smoke-ball." What that is, I don't know. But they have great faith in it themselves as an effectual preventive against influenza and colds, or any diseases caused by taking colds, and it is also useful in a great variety of other things, which appears from the papers that have been handed up to the Court. They are so confident in the merits of the smoke-ball that they say it never fails to cure all the diseases they mention when used strictly according to directions. They are like other tradespeople who want to induce the public to have sufficient confidence in these things to hny them largely. They are the vendors of it: the more they sell the better for them, and the more it is used *prima facie* the more they will sell. That being so, they put the advertisement upon which the

action was founded in the papers in a form to attract attention. They meant that it should attract attention. The plaintiff is a lady who, upon the strength of one of those advertisements, went and bought at a chemist's in Oxford Street one of these smoke-halls, and she used it three times daily for three weeks according to the printed directions supplied, and before she had barely done using it she was unfortunate enough to contract the influenza, so that in this particular case the ball did not produce the desired effect. Thereupon she claimed the 100%; the company refused to pay it, and she brought an action to recover the money. Mr. Justice Hawkins had held that the defendants must pay her. We have been asked to say that judgment is erroneous, and the appeal has been argued with great ingenuity by Mr. Finlay, who shortly says (put it as you will) that there is no binding promise. I will pass over some of the various contentions raised in the court below. First it was said no action lies because it was a policy, then it was said this was a wager. Mr. Justice Hawkins examined that with his usual skill—(laughter)—and came to the conclusion it was no wager. Having got rid of the wager and of the policy, let us see what we have left. The first observation I will make now is that we are not dealing with any inference of fact, we are dealing with an express promise to pay 100% in certain events. There cannot be any mistake about that at all. Now one must look at the advertisement a little further, and see whether it was intended, or whether it is a mere puff that means nothing. My answer to that question is, No; and I base my answer on this passage: "1,000% is deposited with the Alliance Bank, showing our sincerity in the matter." What is that put in for, except to negative the suggestion that this is a mere puff? The defendants have distinctly in words made a promise as plain as words can make it. Well, then, it is said it is not binding. In the first place, it is said it is not made with anyone in particular. That point is applicable to the words of this advertisement, as to all other advertisements for rewards. They are offered to anybody who performs the conditions mentioned in the advertisements, and anyone who does so accepts the offer. Here it is an offer to pay 100% to anyone who will perform the conditions, and the performance of the conditions is an acceptance of the offer. That rests upon a string of authorities. Next it is said, supposing the performance of the conditions is an acceptance of the offer, that acceptance ought to be noted. This offer is a continuing offer, never revoked, and if notification is required, which I doubt very much, the person who makes the offer gets the notice of acceptance before his offer is revoked. But in this case I think the person who makes the offer shows that he does not expect and require notice of the acceptance of his offer. Now, then, we have all the binding elements which are necessary to form a binding contract in law, subject to two observations. First, it is argued that it is so vague you cannot really consider it as a promise. The language is vague and uncertain in some respects, and particularly as to the 100% being payable to any person who contracts the increasing epidemic, they having used the ball. According to the advertisement no time is fixed, and, considering the offer most strongly against the person who made it, one might infer any time was meant.

Lord Justice Bowen said he was of the same opinion. The Court was asked to say that this advertisement was not a contract at all, but an offer made to the public. It seemed to him that they must read and construe it in the way an ordinary person would do—that it was intended, as he thought, by means of the use of the smoke-ball, that the sale should be increased. As to Mr. Finlay's submission respecting it not being a contract, he thought the expression "will he paid" to any person under specified conditions meant that 100% would be paid to any person who should contract the influenza after the use of the ball. Then Mr. Finlay raised the point how long this protection was to continue. If it meant that protection was to last through the epidemic, it was during the epidemic that the plaintiff contracted the disease. He thought it more probable that the advertisement meant it was to be a protection while in use; and it could not be forgotten that it was said 1,000% was deposited with the bank to meet demands involved by the offer. Next, Mr. Finlay said there was no check on the persons who made the claim; but if persons chose to make extravagant promises, which he supposed they thought



it would pay them to make by the greater demand for their article, there seemed to him no reason why they should not be bound by them. It was not a contract made to all the world, but an offer made to all the world, to ripen into a contract if anybody came forward and met the conditions. It was not like a case in which an offer of negotiation was made by advertisement to let a house or sell land; here was a definite offer of a reward on the fulfilment of certain conditions. If this offer was accepted, it became a contract the moment a person fulfilled the conditions. Following the ruling of Mr. Justice Wills in "*Spencer v. Harding*," where it was said there was no notification of the acceptance of the contract, he held that in this particular case the performance of the conditions of the contract was a sufficient acceptance. If a person at once performed the conditions of the offer, notification was dispensed with: the performance of the thing itself was sufficient, without notification of it. Mr. Finlay had also pressed the Court much, in a most able argument, that there was no consideration. He would not elaborate this point by referring to the reported cases upon it. The short answer was that, as it seemed to him, there was a request here involved in the very offer and its acceptance. What was the consideration? Could it be said that a person reading this advertisement and using the ball as directed was doing nothing at all—that this three weeks' smelling of the ball twice a day was to be counted as nothing? For his part, to know that the plaintiff had used the ball was to him (the Lord Justice) sufficient consideration; the other view was that plaintiff used it, as it was contemplated and intended, as indirectly a benefit to the defendants. If one made up his mind that there was a promise made to this lady as one of the public to make her a reward under certain conditions, which were fulfilled, it seemed to him that this prescribed use of the smoke-ball formed a consideration. Whether or no, as had been said, this was a foolish offer for the defendants to make, a reward was put forward with the intention that it should be believed and acted upon, and if that was so I doubt whether that would not be going too far. I do not think business people or reasonable people would understand it so. But if it does not mean that, what does it mean? It strikes me there are two reasonable constructions, either of which will answer the purpose of the plaintiff. Possibly there are three. Possibly it can be limited to the persons catching the epidemic. That is one suggestion, but I am not fascinated by it—it does not greatly attract me. The other is that you are warranted against taking cold whilst you are using this stuff. Another meaning, and the one I think I shall prefer myself, is within a reasonable time after having used. Then it is asked, "What is a reasonable time?" and one of the Lords Justices has suggested it may involve an inquiry as to what would be the reasonable act of a germ. (Laughter.) I do not feel pressed by that. I think a reasonable time may be estimated. Find out from a chemist what the stuff is, and ask a physician how long it may be expected to act. It strikes me the true construction is that 100% will be paid to anybody who uses this smoke ball three times a day for two weeks, and catches influenza, &c., within a reasonable time after taking it. Well, if that be so, that is enough for the plaintiff. Therefore I say no more about the vagueness of the document. I come now to the last point which I think requires dealing with—that is, consideration. Mr. Finlay has argued with great skill that there is no consideration. We must apply to that argument the usual legal tests. Let us see whether there is no advantage to the defendants. Mr. Finlay has put the ingenious case that these balls might be stolen. The answer to that I apprehend is this. It is quite obvious the view of the advertiser is that a use by the public, if he can only get the public to have confidence, will react and produce a sale. But there is another view. What about the person who comes upon this advertisement and accepts the offer? Does not that person put himself to some inconvenience at the request of the defendant? Is that to go for nothing? When you come to analyse this argument of want of consideration, it appears to me there is ample consideration. It seems to me, therefore, that the defendants must perform their promise, and if they have been so unguarded and so unwary as to expose themselves to a great many actions, so much the worse for them. For once in a way the advertiser has reckoned too much on the gullibility of the public. It

appears to me it would be very little short of a scandal if we were to say that such a promise could be made without any legal liability attaching to it, and, it being acted upon, there was ample consideration. He agreed, therefore, that the appeal should be dismissed.

Lord Justice Smith took the same view. Dealing with the submissions of Mr. Finlay, he first considered was the advertisement an offer or only a puff? and, having analysed the advertisement, said a paraphrase of it seemed plainly to mean that whoever bought and used a smoke-ball, if, after using it as directed, influenza should follow, 100% would be given to the sufferer. How could it be said this was not a request, seeing that there was an invitation to buy and use the ball? and what was the meaning of 1,00%, having been lodged at a bank, but as a guarantee to the public that the reward would be forthcoming on the conditions being fulfilled? In his opinion the advertisement made an offer, intended to be acted upon if the conditions were performed, and when accepted that constituted a contract upon which an action would lie, assuming there was consideration for the promise; but Mr. Finlay said there was no consideration, though it was a promise of honour. In this, however, he failed to agree with the learned counsel. Next he said it was too wide, because there was no time limited. Of the three constructions put on the point of user, he preferred the last, which defined a reasonable time as that during which the purchaser was using the ball. Then something was said about the contract, if it was accepted, not having been accepted in the manner contemplated. But he read no such condition as was thus suggested in the advertisement, and on this point he entirely agreed with what had been already said. That no person was named in the contract was another objection raised. This occurred in almost every case of an offer of reward; but when a person performed the conditions mentioned in such an offer it gave him a right to the money promised. Then it was said there was no consideration; but his brothers Lindley and Bowen had sufficiently dealt with that, as they had with the remaining points raised by counsel for the defendants, who, he agreed, had failed in their contentions, and that their appeal, consequently, should be dismissed.

The appeal was dismissed accordingly, with costs.

Mr. Finlay said the money and costs had been paid, and asked that, if the defendants took the case to the House of Lords, the solicitors to the plaintiff should give an undertaking to return the costs of the appeal in the event of defendants being successful; but

Lord Justice Lindley said that the Court could only make the usual order—that the appeal be dismissed, with costs.

#### THE ASTHMA-CURE QUARREL.—MR. GEDDES CLAIMS DAMAGES.

ON Wednesday, in the High Court of Justice, before Lord Coleridge and a special jury, the case of William Edwin Geddes v. Thomas Henry Stephens came on for hearing. The plaintiff claimed damages from the defendant for alleged malicious prosecution and false imprisonment. The defendant denied the false imprisonment and malicious prosecution, and in the alternative held that a felony had actually been committed, and, by the conduct of the plaintiff, he had reasonable cause to believe there had been a felony. Sir Edward Clarke, Q.C., M.P., Mr. Avory, and Mr. A. Gill were for the plaintiff; Mr. Frank Lockwood, Q.C., M.P., Mr. C. Matthews, and Mr. Scrutton were for the defendant.

In putting the case for the plaintiff before the jury, Sir Edward Clarke said he would have to tell them a very remarkable story. The plaintiff carried on business at 249½ High Holborn for the sale of asthma-medicines, liver-pills, and the like, the business being known as the Geddes Manufacturing Company. The address of the defendant was the same, he trading as Hair & Son, patent-medicine-vendors; and the complaint against him was that Mr. Stephens had procured the false imprisonment of Mr. Geddes by making a false charge of theft, and by wilfully misstating facts had obtained a search-warrant from two magistrates. By his action, Mr. Stephens had succeeded in getting Mr. Geddes imprisoned for, at all events, one night, and he was dismissed the following morning upon the application of Mr. Stephens's



own solicitor. It was in the year 1884 that Mr. Geddes and his wife went to live at the place in High Holborn, and the defendant, who had offices at the same place, employed a person named Ormsby. Some time afterwards he left, and entered the employment of the Geddes Manufacturing Company. Sir Edward observed that he need hardly tell the jury considerable friction arose between the two parties, who carried on a somewhat similar business. In 1889 Mr. Stephens appeared to have become two-thirds proprietor of the business of Hair & Son. Accordingly, between the years 1889 and 1892, Mr. Stephens and his son carried on the business. Letters which were addressed to Ormsby had sometimes been delivered at the office of Hair, and disputes arose in regard to these matters. Mr. Stephens, acting as Hair & Son, circulated libellous statements in respect to Mr. Geddes and his business, and he had placarded libels on the walls outside Mr. Geddes's office. These disputes culminated in an action brought in March, 1889, by Mr. Stephens, who endeavoured to get a writ to prevent Mr. Geddes improperly interfering, as he believed, with his business. There was much delay, so that the case did not come on for trial till January, 1891. Mr. Stephens was a member of the Bar, and the case was conducted entirely under his instructions, but he belted himself from all pecuniary responsibility by representing that the action was being taken by Hair & Son. In that action Mr. Geddes brought a counterclaim against Hair for libel in respect to statements that he had been selling his own medicine as that of Hair & Son. The trial was fought out before Mr. Justice Kekewich, and in the result the action of Hair was dismissed, but a verdict was given for Mr. Geddes on the counterclaim, with costs. The sum of 25*l.* was awarded Mr. Geddes for the libel complained of. There was afterwards a dispute between the parties as to costs. An execution was put in against Hair & Son, but the defendant Stephens claimed everything as his. In January of this year Mr. Geddes and Mr. Stephens still had offices at 249½ High Holborn. Mr. Geddes also residing there with his wife. It was customary that Mr. Geddes's letters by the first post in a morning should be brought up to his residence, but the letters which came by the other posts were delivered at his office on a lower floor. On Saturday, January 2, after being away for a few days, Mr. Geddes came home in the afternoon. On the Monday morning, Miss Glover, one of his assistants, brought him up a letter which had been placed in his office-box. It was, however, addressed to Hair & Son, and was opened. Mr. Geddes had every reason to believe there had been a mistake, and he directly sent it to Messrs. Hair, thinking no more about it. But an incident occurred in the evening which made him extremely curious. At 9 o'clock Miss Glover brought him two letters which had been placed in his office-box. They were, however, cut open, and were addressed to Hair & Son. Mr. Geddes thought it a very extraordinary thing that three letters should in the course of one day be wrongly delivered. One of those letters purported to come from the West Cliffe Hydropathic Establishment, Bournemouth. It was signed "M. H. Watson," and was an application for some of Dr. Hair's asthmatic cure. From the post-marks it was clear that letter was delivered at High Holborn that morning. The second letter was addressed to Mr. Ormsby, "chief manager to Messrs. Hair & Son"—which was curious, as Ormsby had left Hair's employment for a long time—and the post-mark showed the letter was sent by a person signing himself "Huggins" from Essex, and that it was also delivered in the morning. Mr. Geddes decided he would consult his solicitor, Mr. McKenna, and made a memorandum to that effect. Mr. Geddes was also manager to Messrs. Vogeler, of 45 Farringdon Road, and at 11 o'clock the next morning Inspector Marshall, with two officers, and accompanied by Mr. Stephens, came to him there, armed with a search-warrant to look for letters Mr. Stephens alleged Mr. Geddes had stolen. During the whole of the day Mr. Geddes's papers were ransacked both at Farringdon Road and at High Holborn. Papers which had nothing whatever to do with the matter were taken away. Mr. Geddes said he had two letters addressed to Messrs. Hair, but he declined to give them up until advised to do so by his solicitor. He asked that if he was to be taken into custody it should be at once, so that he could go before a magistrate and obtain bail. But the search was prolonged till 6 o'clock in the

evening, when it was too late to go before a magistrate. He was then arrested and taken to the police court, and kept waiting for an hour where criminals are lodged, till Mr. Stephens, accompanied by his son, came in smoking a cigar. Mr. Geddes spent the night in the cell, and was brought before a magistrate the next morning, and on the application of Mr. Stephens's solicitor he was discharged. Sir Edward Clarke maintained that Mr. Stephens had been guilty of a wicket plot. The two letters had been concocted, and the trap laid. Mr. Stephens knew who had put the letters in Mr. Geddes's box. He asked the jury to grant heavy damages for a scandalous outrage perpetrated, under the cover and with the assistance, falsely obtained, of the law.

The plaintiff then went into the box and generally corroborated the statement of his learned counsel. He said that when at Bow Street, Mr. Stephens, in cross-examination, confessed that the two letters were test-letters. His private letter-book was retained for several months. He applied to the plaintiff's solicitor for copies of certain letters, and what purported to be copies were forwarded to him. In one was interpolated a sentence about Dr. Hair's formula for liver-pills. On this being pointed out, the solicitors said that Mr. Stephens had dictated the letters to their shorthand clerk. The prosecution at Bow Street charged him with stealing Dr. Hair's formula. Owing to Mr. Stephens's obtaining witness's delivery-book, a number of pamphlets containing libels upon witness were sent to his customers.

Cross examined by Mr. Lockwood, witness said he and his wife were the Geddes Manufacturing Company. The factory used to be at St. Leonards, in Canada. The statement on the firm's circular that the works covered four acres with wharfage was part of a trade-mark. He would not say whether that was true or not. Witness's address now was 249 High Holborn, and not 249½; 249 High Holborn was a cook-shop. (Laughter.) Ormsby had been dismissed by Messrs. Hair in May, 1888, and he entered witness's employ the following month. He denied that Ormsby entered his service to use the knowledge he had gained while with Messrs. Hair in the interest of witness.

The case was not concluded when the Court rose.

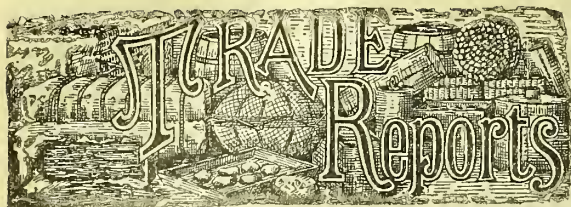
### DEED OF ARRANGEMENT.

The following deed of arrangement with creditors has been filed at the Bills of Sale Office, under the provisions of the Deeds of Arrangement Act, 1867. Some of these deeds are for the purpose of carrying out compositions with creditors (and such are specified below), but the great majority of them are "assignments" in the ordinary form, to a trustee or trustees, for the benefit of creditors. The Act referred to expressly provides that registration shall not give validity to any deed which is an act of bankruptcy, and there is no provision, in the Act making any of these arrangements binding upon dissenting creditors.

Thompson, John Thomas, Bargate, and The Market Place, Richmond, (Yorks), chemist. Filed, November 26. The following are scheduled as creditors:—

	£	s.	d.
Barclay & Sons (Limited), London..	20	0	0
Barron, Harveys & Co., London ..	63	2	8
Bell & Riddle, Hexham ..	12	6	3
Bleasdale, Wm., & Co., York..	70	0	0
Brankstone, T., & Co., London ..	14	8	0
Cleaver, F. S., & Sons, London ..	18	14	11
Coates, Isabel, London ..	103	10	0
Great Tower Tea Co., London ..	13	16	6
Hedley & Co., Newcastle ..	15	2	0
Hirst, Brooke & Hirst, Leeds ..	23	4	11
Ismay, John, & Son, Newcastle ..	20	11	9
Lidell & Co., London..	14	2	1
Maw, Son & Thompson, London ..	46	13	10
McKay, Wm., York ..	12	12	0
Rogers, A. S. (Exors. of), London ..	106	1	0
Sutton & Co., London ..	44	16	9
Swaedale & Wensleydale, London ..	634	0	0
Swendon & Co. (Limited), York ..	140	0	0
Taylor, R., London ..	15	0	0
Thompson, F. G., London ..	275	0	0
Thompson, W. M., York ..	50	0	0
Titterton & Howard, London ..	13	18	0
York City and County Bank, Thirsk ..	50	0	0





**Notice to Retail Buyers:**—It should be remembered that the quotations in this section are invariably the lowest net cash prices actually paid for large quantities in bulk. In many cases allowances have to be added before ordinary prices can be ascertained. Frequently goods must be picked and sorted to suit the demands of the retail trade, causing much labour and the accumulation of rejections, not all of which are suitable, even for manufacturing purposes.

It should also be recollected that for many articles the range of quality is very wide.

## The London Markets.

42 CANNON STREET, E.C., December 7.

The Mannheim Quinine Factory and the Java Cinchona Planters.

A general meeting of the Java Planters' Association ("Soekaboemische Landbouw Vereeniging") was held at Soekaboemi, Java, on October 14 last. On that occasion one of the members (Mr. A. Massink), a cinchona-planter, read to the meeting a letter dated June 30, 1892, received by him from Messrs. F. C. Böhringer & Sons, of Mannheim, of which the following is a translation.—

Since many years we do an important business with Colombo, as we buy a very large part of the cinchona bark which is brought to market there. For this purpose a friendly firm in Colombo has installed an analytical laboratory, to be able to analyse personally, and on the spot, the barks which are offered.

The constant increase of our purchases in Colombo appears to us to prove that the majority of the cinchona-planters regard the sale of their produce in Colombo as more advantageous than its shipment to London. As the Ceylon planters, by selling in Colombo, obtain approximately the same price, with the addition of the freight, as they do when their barks are sold in London, they have the very important advantage of saving the heavy sale expenses in London, and of receiving cash for the bark sold immediately after shipment.

We estimate that our direct purchases in Colombo have for some time amounted to one-half of the entire output. We now propose to establish an analytical laboratory in Java, in order to be able to effect direct purchases in that island also. But, before taking further steps in this matter, we are anxious to put to some of the largest plantation owners in Java, the questions whether they are prepared to support our intention, and whether we may count upon being able to buy in Java cinchona bark from their plantations. We address these questions to you among others, and you will much oblige us by having the courtesy to send us your esteemed answer as early as possible.

The President of the Association commented in a somewhat unfavourable manner upon Messrs. Böhringer's letter. He said that during his visit to Colombo in 1886 his factory did purchase fairly large quantities of bark in the manner described. There was, at that time, a very serious crisis in the bark industry, consequent upon the appearance of cancer, and many of the planters were financially in the hands of Moorish money-lenders. Messrs. Böhringer were in business relation with most, if not all, of these people, and purchased almost all the produce at this own analysis. In 1887 Mr. Böhringer travelled in Java, and on that occasion he concluded some transactions with planters there; but the President had not heard that any further business had resulted. The Secretary advised all the planters strongly not to sell any of their bark outside the ordinary sources, but to consign the whole of it to Amsterdam.

It may be remembered that formerly the Brunswick Quinine Factory bought directly in Java, though upon a different basis from that suggested by Messrs. Böhringer & Sohne. As we were anxious to ascertain the effect of the large purchases of bark in Colombo, of which the letter speaks, upon the distribution of exports from Ceylon, we looked up the last statistics from that island. These show

that of the 5,428,137 lbs. of cinchona exported from Ceylon between January 1 and October 24, 1892, London received 4,839,306 lbs., New York 62,079 lbs., Amsterdam 59,240 lbs., and Antwerp 462,450 lbs. The insignificant remainder went to France and Australia. If we credit Messrs. Böhringer & Sons with the whole of the shipments made to Amsterdam and Antwerp, their direct share of the Ceylon shipments this year amounts to just over 9½ per cent.

**BALSAM PERU.**—The market remains firm, and there is very little to be had under 4s. 6d. per lb. for good worked. Unworked has sold privately at 4s. 3d. per lb.

**BUCHU.**—The *Oil, Paint, and Drug Reporter*, discussing the position of buchu, says that "as the new crop will not begin to arrive before April, higher prices are almost inevitable. The present high values have greatly restricted trade. The largest consumers—the fluid-extract manufacturers—are holding off or buying in a hand-to-mouth way, but they must sooner or later come into the market. With this increase of demand a sharp advance in values is anticipated, and it is well nigh a certainty that during the winter we shall see higher prices for buchu-leaves than for many years past."

**CREAM OF TARTAR** remains quiet, at 81s. 6d. to 82s. per cwt. for best white French crystals. Powder offers at 84s. per cwt.

**INDIGO.**—Bengal kinds continue to be in strong demand, with sales by private treaty at an advance of from 3d. to 6d. per lb. as compared with the rates paid at the October auctions.

**JABORANDI.**—There has been another arrival of 8 bales jaborandi-leaves in Liverpool from Maranhão.

**OPIUM.**—The London market has not been particularly active this week, yet it not only remains very strong, but what business has taken place has generally been at higher prices. A parcel of fair manufacturing opium, Tokat of 1886 crop, has realised 9s. per lb., showing an advance of 6d. per lb., and there has been some trade in the better grades of soft shipping at higher rates. *Malatia* and *Tokat* are quoted at 10s. to 10s. 6d. for old, and 11s. for new crop. New *Salonica* is now held for 10s. 6d. per lb., and common to fine *Persian* (in which small sales have taken place) for 8s. 6d. to 10s. 6d. per lb. As a rule the London stock at this time of the year has been from 2,500 to 3,000 cases. It is now said not to exceed half of the lower figure. A Smyrna operator, from whose views most of the London dealers dissent, writes as follows, under date of November 27:—"Last week a sudden and unexpected advance took place on our opium market, occasioned on the one hand by speculative purchases, owing to the continuance of the drought, and on the other to a brisk demand for export, and to some forced operations to fulfil engagements. Since then a good deal of rain has fallen in the lower districts, which will enable the farmers to get on with the winter sowings, which can be continued throughout the year when the weather is favourable; this, of course, does not include the Northern districts, where the sowing can only be resumed when the earth is not frost-bound or covered by snow. It is reported that hitherto not more than 20 per cent. of the usual extent of the autumn sowings has been put in the ground. This we believe to be an exaggeration, but under any circumstances it does not follow that because the first sowings have been unsuccessful the coming crop must necessarily be a failure. The closing quotations are:—New crop Yerli, 7s. 11d. per lb.; new Karahissar, 7s. 7d.; new Yerli talequale, 7s. 7d.; good new talequale, 7s. 7d.; current ditto, 7s. 5d.; old crop current talequale, 7s. 6d. per lb. The latest reports from the interior, we hear from another source, are more favourable. We hear from a Constantinople correspondent, under date of November 25: "The crop gathered last June–July amounted to about 7,500 baskets, each basket weighing about 55 okes, an oke being equal to 282 lbs. As regards the crop to be gathered June–July, 1893, the prospects appear very unfavourable, and it is thought that it will not amount to as much as this year's, principally owing to the drought which prevailed this autumn. The spring and winter sowings, when they succeed, turn out very good, but this year the odds seem against them. Prices have lately risen some 20 per cent., evidently owing to the operations of



speculators as well as to the discouraging reports regarding next year's produce.

**OPIUM SALTS.**—One of the Scotch makers, who offered at a little less money than his colleagues, has come into line with them, and all the makers now ask 3s. 9d. per oz. for powdered morphia, 4s. per oz. for crystals, and 12s. 6d. per oz. for *Codeia*.

**ORRIS**—The demand in Italy remains slack, especially for *Florentine* root, which is offering at from 82s. to 86s. for sorts to good, and up to 92s. 6d. nominally for fine selected. *Verona* root is held for much more money than buyers are willing to pay at present. The quotations range from 43s. to 72s. 6d. per cwt., according to quality. These prices are all f.o.b. Leghorn.

**SANTONINE** is very firm at the recent increase in value.

**SCAMMONY.**—Small sales of good scammony root are reported at 30s. per cwt.

**SHELLAC**—There has been a fair inquiry privately, resulting in business at somewhat better prices. At auction on Tuesday 676 cases were offered, of which 455 sold at an improvement of about 1s. per cwt. on *Second orange* and at full rates for *Garnet* and *Button* lacs. The following prices were paid:—*Second orange*: Unworked, fair bright reddish to good pale curly, 84s. to 88s.; livery to fair bright reddish, 81s. to 84s.; worked, livery to fair bright reddish, 82s. to 85s.; hard block, 80s. per cwt. *Garnet*: Good worked AC., 76s. to 77s.; strong curly cakey unworked ditto, 78s. per cwt. *Button*: Ordinary first unworked, 94s. to 95s.; seconds, 90s.; thirds and common kinds, 85s. to 65s. per cwt. The market improved after the auctions, and sellers have raised their prices. A sale of 100 cases *Fine orange*, octagon B, December-January shipment, is reported at 100s. per cwt., c.i.f. terms.

**SPERMACE.**—*Chilian* offers in Liverpool at 1s. 3½d. per lb., and best refined *American* at 1s. 4¼d. per lb.

**SPICES.**—*Arrowroot* remains quiet, with sales of ordinary St. Vincent in barrels at 2½d. per lb. Fine Bermuda was bought in at 1s. 10d. per lb. *Pimento* remains steady, and sold at auction at 2½d. to 2¾d. per lb. for medium dull to good. Of *Black pepper* very little was offered at the sales. Singapore realised 3½d. to 3¾d. per lb. *White pepper* is very firmly held, with sales of Singapore at 4½d. to 5¼d. per lb. for dull to good bold. Fair Penang realised 3¾d. per lb. *Mace* continues dull, and *nutmegs* are decidedly lower. *Cochin ginger* keeps firm, with small sales of fine bold rough at 65s., and of dull, small to bold, partly cut, at 69s. per cwt.

## Thursday's Market News.

42 CANNON STREET, E.C., December 8.

**ALTHOUGH** we are now almost in sight of the Christmas holidays, business does not yet display many signs of the stagnation that usually sets in at that period. The drug market, in fact, is fairly active, and to-day's drug auctions went off with more spirit than was looked for. The following are the chief alterations:—Cardamoms, chamomiles, camphor, star-anise oil, opium, Jamaica sarsaparilla, Mogadore orris, Tinevelly senna, Jamaica beeswax, and Japan wax are dearer. For buchu exceptionally high prices were paid. Colocynth, cannabis indica, rhubarb, ipecacuanha, guaiacum, Cape aloes, benzoin, gamboge, ergot of rye, castor oil, and eucalyptus oil, however, are all lower. In chemicals, there has been a decline in permanganate of potash. Quicksilver is weak, quinine steadier, refined camphor, carbolic acid, sulphate of copper, and chlorate of potash have advanced. Chloral hydrate is much dearer. In outside articles, cocoa butter has declined. Shellac, indigo, canary-seed, olive oil, and palm oil are higher.

Our correspondent writes from New York under date of November 30:—'The fact that the Whisky Trust has obtained control of several of the independent distilleries has only just now come to light. While this would indicate that the ring will in future have a still firmer hold on the alcohol market, the daily papers give

glowing accounts of the large scale upon which the new Columbus Distilling Company will next year conduct its operation of distilling alcohol from molasses. The tank steamer *Mineral* has brought this company one consignment of 241,000 gallons of molasses. They claim that they can produce alcohol from this source much cheaper than it can be done from maize. The general drug market is dull, and but few market changes are noted. *Quinine* is somewhat stronger, and the talk of 18½c. is now no longer heard, 18¼c. to 19c. being the general jobbing price. The unfavourable crop reports from Smyrna give growing strength to *Opium*, and importers are offering with less freedom. Both case and jobbing lots are quoted at \$1.80 to \$1.85 for druggists' jobbing quality. *Oil of Peppermint* is taking on a little more activity, and a sale of 50 cases of H.G.H. oil is reported as having been made at \$2.52½, no more offering openly below \$2.55 to \$2.60. *Mexican Sarsaparilla* is at last looking up after its long period of depression, and 8c. is the jobbing quotation for *Tampico*. *Senega* is very firm, but the prices asked from the West, equivalent to 61c. laid down here, prevent any business going forward. California yellow *Mustard seed* is very strong and continues to advance. Sales are reported at 8½c., and up to 8¾c. is quoted for further supplies. Reports from the Pacific coast indicate that the crop is only about 50 per cent. of its average quantity. Domestic makes of sulphate of morphia have been advanced to \$1.45 to \$1.55 in bulk. German *Chamomiles*, crop of 1892, are scarce, and command 32s. to 35c."

**ACETANILID.**—The price remains 1s. 7d. per lb. for large quantities, and 1s. 8d. per lb. for small lots.

**ACID (CARBOLIC).**—The manufacturers are generally asking much higher prices for liquid carbolic for delivery over the early part of next year; on the spot, however, they would still be willing to accept 1s. 2d. per gallon for 95 to 97 per cent. liquid. *Crystals* are also firm, having advanced in the same way as the liquid.

**ACID (CITRIC).**—The market is fairly steady, with 1s. 5½d. per lb. as the nearest price, but there is very little business about.

**ACID (TARTARIC).**—Slack of sale at 11½d. to 12d. per lb., according to brand and position. Italian is offering for delivery the first half of next year at 11¼d. per lb.

**ALOES.**—Of *Cape aloes* 64 packages were shown to-day, of which 39 sold at a decline of 6d. to 1s. per cwt.—good bright hard at 20s. 6d. to 21s., fair at 19s. 6d. per cwt. *Curaçao aloes* in fairly steady supply. There is no improvement in price to record, 50s. being accepted to-day for good brown in gourds, 26s. for rather dark liver, and from 15s. 6d. down to 9s. for ordinary to common black. At a rummage sale yesterday 300 bags were disposed of at 6s. to 6s. 3d. per cwt. There has been a new arrival of 68 kegs of *Socotrine aloes* of exceptionally good hard brown quality and good flavour: these sold cheaply to-day at 97s. 6d. to 100s. per cwt. The holders of other parcels, rather disconcerted by this new consignment, offered freely, but only succeeded in selling a few packages at 102s. 6d. per cwt. for good Socotrine in skins, and from 80s. down to 47s. 6d. for good hard fair flavoured but dark liquid.

**AMBERGRIS.**—Several parcels were offered for sale to-day, amounting altogether to about 80 oz.; but none of these sold, everything being held for high limits.

**ANTIMONY.**—Crude Japanese antimony is held for 25½. 10s. to 26½., and for regulus 44½. is asked. The market is quiet. Antimonial salts are cheap; *tartar emetic*, for instance, may be had at 9½d. per lb.

**ARECA-NUTS.**—An offer of 25s. per cwt. was refused to-day for one parcel.

**BALSAM TOLU.**—Eight cases sold at auction to-day at 1s. 2d. per lb.

**BUCHU.**—One or two recent arrivals were offered at to-day's auction, and excited considerable attention. There were 12 bales of round leaves of about 2½ cwt. each: these sold with very strong competition at from 1s. 1½d. to 1s. 2¾d. for fine bright green of good flavour, and from 1s. 1d. to 1s. 3d. for rather brown and dark mixed. Three packages of



long narrow leaves, partly stalky and mixed with flowers, partly broken, sold at 1s. 10d. to 1s. 11d., and two bags, each of 84 lbs., of ovate leaves brought 1s. 10d. per lb. These prices show for the round leaves an advance of 3d. to 3½d. per lb.

**CALUMBA.**—Good quality is steady, while ordinary grades are, if anything, slightly easier. There was a fair demand to-day, and the following prices were paid:—Good bright yellow sorts, 24s.; partly grey mixed ditto, sound, 22s. 6d.; damaged ditto, from 21s. 6d. to 18s. per cwt.

**CAMPHOR (CRUDE).**—The market is very firm, and prices show a fresh advance all round since last week. It is said to-day that 175s. has been paid for Japan on the spot, and the c.i.f. price is now 170s. No Chira camphor is offering on the spot, and for shipment 175s. c.i.f. terms is asked.

**CAMPHOR (REFINED).**—One of the English refiners has to-day raised his price for bells to 2s. per lb, but the two others still quote 1s. 11d. German is offering at 1s. 10d. net: this is an advance of from 1d. to 1½d. since last week. Two cases Japanese refined were to have been offered at the sales, but they were reported sold privately. There is not much business, however.

**CANNABIS INDICA.**—Fully ½d. cheaper, 84 bags of rather brownish dust being sold to-day at from 2d. to 2½d. per lb., fair to stalky herb was bought in at 4d. to 4½d. per lb.

**CANTHARIDES.**—One bag of Russian sold to-day at 2s. 11d. per lb.

**CARDAMOMS.**—About 127 packages were offered to-day, and of this quantity about 42 sold at irregular prices, but generally slightly dearer. *Ceylon*—*Mysore* medium to bold good pale realised 2s. 6d.; medium bright, 2s. to 2s. 2d.; smaller from 1s. 6d. to 1s. 10d.; small pale, 1s. 3d.; brown and split from 1s. 1d. to 1s. 4d.; fair medium grey, 1s. 6d. to 1s. 7d.; ordinary broken brown, 10d. per lb. *Tellicherry*, medium size good grey, 1s. 4d.; brown, 1s. 2d. per lb. *Seeds* sold at from 1s. 4d. to 1s. 5d. per lb.

**CASSIA FISTULA.**—Ten bags of lean and wormy pods from Hamburg realised 23s. per cwt. to-day, which is, considering the quality, at least 4s. or 5s. above the last price at public auction.

**CHAMOMILES.**—The advance appears to be making headway still on the Continent, and for fine white flowers as much as 80s. is now asked there, second quality being offered at 67s. 6d., and rather brown at 60s. per cwt.

**CHLORAL HYDRATE.**—A combination of the manufacturers on the Continent has been concluded, and a uniform price was fixed on December 5 at 3s. 5d. per lb., duty paid, of 3s. 3½d. per lb. for cake.

**CHLORATE OF POTASH.**—The market is distinctly dearer. For immediate delivery 8½d. to 8¾d. per lb. must be paid, and for delivery from January to April 8d. per lb. is suggested as the price.

**CINCHONA.**—A new parcel of 22 packages of *Huanoco* bark sold to-day, at 1s. 1d. to 1s. 4d. per lb. for fine quill, and 9½d. to 11d. per lb. for split and broken ditto. For a lot of spurious and damaged flat *Calisaya* 8½d. per lb. is asked. Only 956 bales have been declared for next Tuesday's auctions up to the present.

**COCA LEAVES.**—A single bale of very fine green soft Truxillo of good flavour is held for 2s. 2d. per lb., a bid of 2s. was refused at auction.

**COLOCYNTH** is lower for ordinary kinds, but for good bright pale Turkey apple 1s. 2d. is still required. At auction 6 cases broken and seedy realised 10d.; and fragments sold at 8d. per lb.

**COPPER (SULPHATE).**—Again higher, the price on the spot being now 15l. 10s. to 15l. 15s., and for delivery during the first three months of next year 20s. above these quotations. In Liverpool 16l. 10s. f.o.b. is asked for spot, and 17l. 10s. for forward delivery.

**CUBEBS.**—Considerable supplies were again brought forward to-day, the total quantity placed in sale being about 164 bags. Only 10 of these sold, at 85s. for fair grey berries without stalk, while for bold brown stalkless berries 97s. 6d. was suggested: this shows a fresh decline upon the last

public sale price, though, as the qualities do not agree with those then sold, its extent cannot be exactly indicated.

**DRAGON'S BLOOD** sold at high prices to-day, 8 cases offered being all disposed of at 8l. 17s. 6d. per cwt. for very fine bright hard red; 8l. for soft fiery seedy saucers, and 6l. 15s. for fair hard slabs.

**ERGOT OF RYE.**—Several odd lots were offered to-day, but only 2 bags of bold, but wormy *Spanish* ergot sold at 1s. 9d. per lb. The tendency of the market is distinctly downwards. Almost every holder is anxious to sell.

**GAMBOGE.**—A considerable quantity of newly-imported gum was offered to-day. There were altogether 50 cases, and of these 13 sold at slightly easier prices. For very fine bright selected but damp gum 14l. is asked, and a bid of 13l. was rejected. Fine pickings, rather broken and damp, but of good fracture, brought 11l. to 11l. 2s. 6d. per cwt.; fair but damp pickings, 10l. 15s. to 10l. 17s. 6d. per cwt.

**GLYCERINE.**—Thirty-five cases (each of 2 tins, reputed to contain 56 lbs.) Russian glycerine, of 1.255 s.g., were sold "without reserve" to-day at 31s. to 33s. per cwt.

**GOA-POWDER.**—Still very strong. For the only parcel now said to exist here 1s. 4d. per lb. is asked; its quality is poor.

**GUM ACACIA.**—Our market has remained lifeless since the last public sales. *Soudan* sorts are held at 60s. to 75s. per cwt. nominally, but sellers are not able to make headway. *Senegal* gum is offering at 45s. to 49s. per cwt. f.o.b. Bordeaux, and there is a strong inquiry for selected *Ghatti* gum, of which, however, there is nothing offering.

**GUM BENZOIN.**—Of *Siam* gum only 2 cases fair but rather small pale almonds in block were shown. This lot was bought in at 9l. 10s. per cwt. *Sumatra* gum finds no buyers at the holders' limits, and the whole of a small new parcel of seconds was bought in to-day. Twelve cases old fracture seconds, fine pale almondy centres, slightly false packed, sold at 7l. to 7l. 2s. 6d. per cwt., which shows about 5s. decline. *Palembang* gum is 2s. to 3s. per cwt. lower for common woody, which sold at 14s. per cwt.

**GUM GUAIACUM.**—Four boxes fair clean loose drop sold to-day at the reduced price of 1s. 6d. per lb.

**GUM MYRRH.**—A fair quantity of somewhat dusty *Aden* sorts sold to-day at 75s. per cwt., subject to approval; and for "native picked" 6l. 7s. 6d. per cwt. was paid.

**HONEY.**—*Jamaica* sold to-day at very firm prices; fair brown realised 37s.; ordinary brown candied, 32s. 6d.; syrupy black, 31s. per cwt.

**HYDRASTIS CANADENSIS.**—One bale of nearly 200 lbs. sold at 10d. per lb. to-day.

**IPECACUANHA.**—At to-day's auctions buyers showed very little inclination to make purchases. Of 40 bales *Rio* root offered only 12 sold, rather thin to fair stout annulated sound 7s. 2d. to 7s. 5d. per lb., damaged 7s. 3d. to 7s. 4d. per lb.—a decline of 3d. to 4d. per lb. Of 5 bags stout but damaged *Cartagena* root 4 sold at 4s. 6d. to 4s. 8d. per lb., which shows a very firm market. A parcel of 40 bags or more of this description has just been landed. It is of good quality but mouldy.

**JALAP.**—A parcel of 38 bags of various degrees of quality was bought in at the sales at 1s. 8d. to 1s. 9d. per lb. Since then part of it has been sold privately at 1s. 8d. per lb. for fair Vera Cruz, showing a steady market.

**KOLA.**—A fair supply of *West Indian* kolas sold to-day at 6½d. to 7½d. per lb. for fair brown, slightly mouldy, and 5½d. to 6d. per lb. for rather dull and wormy.

**MUSK** is firmly held, but there is not much demand. It was stated to-day by one of the brokers that prices were likely to rise considerably, that fine qualities especially were getting scarce, and that our stock was small. Of *Tonquin* pods, first pile, only 1 caddy sold, small to bold brown skin and underskin, fairly dry, and a few broken at 66s.; third pile, very skinny dull small to bold pods, 23s. per oz.; fine blue skin first pile pods were bought in at 73s.

**OIL (CASTOR).**—Cheaper. At auction to-day 50 cases good first Calcutta sold without reserve at 3d. to 3½d. per lb.



**OIL (COD-LIVER).—**Steady, but there is not very much doing. Norwegian non-congealing is held for 70s. to 75s., according to quality. Two 69-gallon casks Newfoundland oil sold to-day at 2s. 5d. per gallon.

**OILS (ESSENTIAL).—***Eucalyptus* oil was in large supply at to-day's auctions, and prices are tending lower. A few bottles sold at 1s. 6d. per lb., and for the remainder that price would be submitted to the holders. *Star-anise* oil has been sold on the spot at 6s. 4½d., and at auction 6s. 4d. was refused. The price to arrive, however, is reported to be only 5s. 4d. c.i.f. terms. At to-day's public sales, 10 cases *Cajuput* oil sold without reserve at 2s. 1d. per bottle. Oil of *Cubebs* has been reduced in price by the manufacturers, in sympathy with the lowered value of the raw material.

**ORANGE-PEEL.**—The first arrival of new crop Malta peel was shown to-day, and a few lots sold at 1s. 4d. per lb. for fair thin coat. Fifteen bags very common dull ringlets sold without reserve at 3d. per lb.

**ORRIS.**—Mogadore root is a little dearer; 9 bags dull to fair quality sold to-day at 30s. per cwt.

**PERMANGANATE OF POTASH.**—The combination which has hitherto existed between the German makers came to an end on December 1. Since then prices have been considerably reduced, one of the makers now offering at 62s. 6d. to 65s. per cwt.

**QUININE.**—We hear that 5,000 oz. secondhand German bulk sold to-day on the spot at 9½d., and that there are further buyers at that price.

**RHUBARB.**—A flat market. Lower prices were accepted to-day for Canton and high-dried root. Of 159 packages offered only about 25 sold, as follows:—*High-dried*: Flat, good appearance, fair coat, fair pinky fracture, slightly wormy, 1s. 4d.; small to medium ditto, fair coat, even pinky fracture, rather wormy, 11d. to 1s. 1d.; ditto rough, very dull fracture, dry wormy, round, 8½d. *Canton*: Small round root, good coat, three-fourths pinky fracture, 1s. 5d.; small to medium flat ditto, 1s. 3d. per lb. *Shensi*: Round small to medium, fair coat, good bright fracture, 1s. 9d.; medium, pale coat, round, three-fourths pinky fracture, 1s. 6d.; medium to bold, heavy dark fracture, round, 1s. 2d. per lb. There was one case of exceptionally fine bold round Shensi root of good fracture, which sold with strong competition for export at the high price of 5s. 1d. per lb.

**SARSAPARILLA.**—22 bales of newly imported genuine grey *Jamaica*, which has been very scarce, sold to-day at a rise of about 1d. per lb., namely, sound, 1s. 7d. to 1s. 8d.; damaged, 1s. 6d. to 1s. 7d. A large quantity of *Mexican* root is at present held for 6¾d. for good quality; this is much above buyers' ideas.

**SCAMMONY.**—Six bales bold root from Tripoli realised 26s. per cwt. to-day.

**SENNA.**—Of *Tinnevelly* senna 220 bales were offered to-day, of which 171 sold at very irregular prices, ordinary qualities, of which the bulk consisted, being generally ½d. dearer, while fair leaves are rather easier. Medium to bold greenish, partly yellow, sold at 6½d. to 7¾d.; small and medium, partly specky, at 4d. to 5½d.; ordinary pale small grey mixed to common, from 3¾d. down to 2d. per lb.; dark pods realised 2d. *Alexandrian* senna is neglected, but a few bags of good bright pods brought 7½d. per lb.

**SHELLAC** is dearer to-day. About 500 cases orange sold at 87s. 6d. for TN December and 89s. for March.

**STAR-ANISE.**—There have been no arrivals yet, but a shipment is now very near at hand. For November-December shipment 82s., c.i.f. terms, is asked. At auction 15 cases false Japanese seed were bought in at 35s. per cwt.

**TONQUIN BEANS.**—It is stated to-day that "the crop in Brazil has failed, and that higher prices would probably be seen." Nothing was sold at the sales to-day.

**VANILLA.**—A rather small quantity of vanilla was offered to-day, and only part of this was disposed of, at steady rates. Good crystallised brown, 8 inches, 19s.; 6 to 7 inches, 11s. 9d. to 14s.; foxy ordinary, 5s. 9d. to 6s. 6d. per lb. The following is taken from a French source:—"The Seychelles crop was at first estimated at 8,000 kilos.; but all our cor-

respondents now agree in putting it down at 4,000 kilos. only. From Bourbon we heard that the crop would be 68,000 kilos.; but it turns out that we shall have 65,000 kilos. only. The stock of old vanilla consists of 14,000 kilos. in Bordeaux. This includes 2,000 kilos. Mexican and 2,000 kilos. Gaadeloupe beans. There are, further, 8,000 kilos. in Paris and 2,000 kilos. in Hamburg, whilst London may be said to have no first-hand stock of old Vanilla. These figures show that the crops of 1891-92 from Bourbon, Mauritius, and Seychelles, which amounted to a total of 148,000 kilos. have been entirely absorbed, whilst we are now looking forward to the crops of 1892-93, which may be put down as:—65,000 kilos. from Bourbon; 4,000 kilos. from Seychelles; 7,000 kilos. from Mauritius. The last Mexican crop was small, and the next one is estimated at not more than 35,000 kilos., against an average production of 60,000 kilos. of the last few years.

**WAX (BEES').**—Jamaica wax is very full up, but Madagascar is slightly easier. The prices paid for the former kind were from 7½s. to 7½s. 6d. for fair to good red, and for the latter 102s. 6d. to 105s. for brown mixed.

**WAX (JAPAN).**—Rather higher, with sales at 39s. 6d. per cwt., subject, for 5 cases good white squares.

### THE SMYRNA OPIUM MARKET.

(Telegram from our Correspondent.)

SMYRNA, Wednesday night.

LAST Friday a sale of forty cases new-crop talegale opium was made at the rate of 7s. 9d. per lb., f.o.b. Since then the market has remained quiet.

### THE AMSTERDAM CINCHONA AUCTIONS.

(Telegram from our Correspondent.)

AMSTERDAM, Thursday night.

A BATAVIA cable received here on Monday gives the total cinchona exports from Java for the month of November as 339,000 kilos., against 384,000 kilos. in October. At to-day's cinchona auctions 4,543 packages of Java bark sold at a very slight decline, the average unit being 6c., or 1½d. per lb., showing a trifling decline as compared with the London auctions. The following prices were obtained:—Manufacturers' barks in quills and chips, 8 cents to 51 cents (= 1½d. to 9d. per lb.); ditto root, 15 cents to 42 cents (= 2¾d. to 7½d. per lb.); druggists' barks in quills and chips, 12 to 128 cents (= 2½d. to 1s. 11d. per lb.); ditto root, 14 to 21 cents (= 2½d. to 3¾d. per lb.). The principal buyers were the Auerbach, Brunswick, and Mannheim factories, Mr. Gustav Briegleb, and the Frankfort Quinine Works.

### THE NEW YORK DRUG MARKET.

(Cablegram from our Correspondent.)

NEW YORK, December 7.

*Cascara sagrada* is declining in price. Oil of peppermint is nominally unaltered for HGH brands, but it is not possible to effect any sales except at a reduction in value. Of *Golden-seal* root 6,000 lbs. have been sold at 21c. per lb. Mexican *Sarsaparilla* has again advanced to 8c. This increase appears to be warranted, for the position of the drug looks very sound. The demand for *Senega-root* has fallen off very much. There is a languid feeling in the market, and it would probably be possible to put business through below the actual quotations. A sale of 3,000 lbs. has been effected at 56s. per lb. The market for *Jalap* keeps very firm, and sales of 6,000 lbs. are reported at the rate of 28½c. per lb.

**FIRE.**—On Tuesday Mr. J. Westlake, chemist and druggist, High Street, Sutton, while pouring out some spirits of wine, was badly burnt through its igniting with a gas jet. Damage to the extent of 20l. was done to the shop and stock.





### Memoranda for Correspondents.

*Always send your proper name and address: we do not publish them unless you wish: if you do not, please use a distinctive nom-de-plume.*

*Write on one side of the paper only: and devote a separate piece of paper to each query if you ask more than one, or if you are writing about other matters at the same time.*

*If you send us newspapers, please mark what you wish us to read.*

*Ask us anything of pharmaceutical interest: we shall do our best to reply.*

*Before writing for formulae consult the last volume, if you have it.*

*Letters, queries, &c., will be attended to in the order received.*

### Chemists' Wives and Chemists' Assistants.

SIR,—I will not trespass on your valuable space in replying at length to the many criticisms on my last letter. Evidently, "the cap" has fitted a good number. And it is somewhat flattering to find that my letter is credited with having emanated from my husband's pen; but I must inform your correspondents that he, being one of the many chemists who are suffering from the want of good assistants, has no time to give me help in this matter, or, I doubt not, I could have given them some more unpalatable truths.

I notice that neither of your correspondents has attempted to solve the problem I referred to—viz., the management of the business during the all-important after-dinner recreation proposed by one of their fellow-sufferers. It is also a curious fact that, though these grumblers have existed now for many years, during which period several must have exchanged their position from employed to employer, we do not find that any of them have established that reform which shall make an indoor berth that Paradise they would have it whilst assistants themselves, instead of showing the impracticability of their inexperienced ideas.

Of the competency of an assistant I do not pretend to be the judge, and anyone possessing the slightest knowledge of a dispensing business would be aware that it would be most detrimental for a lady to be seen behind its counter (neither would it be likely that an apprentice would be left to take charge), but it is an easy matter to draw deductions from the fact that my husband is unable to leave it in their care, and the chemist's wife suffers from their inefficiency almost as much as the chemist himself, inasmuch as they are unable to get away together. The reason of the incompetent men being the complaining assistants is obvious—viz., that they think to hide their ignorance, which must inevitably be the cause of their dismissal, by persuading their fellow-assistants that they are the aggrieved parties instead of the master; and here, again, their usual inconsistency is noticeable. They certainly cannot expect the chemist's wife to make their bed, for instance, neither is she likely to give orders that it shall be made uncomfortably, yet they are most assiduous in their expressions of sympathy with the unfortunate servant (whose work this surely is) in her "hard place." If these young men could, for once in their lives, be straightforward, and make their complaints in a manly way to the lady of the house, she would be ever ready to remedy any wrong thus brought before her notice. But it is the *anguis in herbâ*, with his unwarranted interference and undue familiarity with the servant, which makes us look on him as an interloper indeed, and would induce our husbands to dispense with his services, such as they are, if it were possible to do without a stop-gap.

During many years' experience we have had the misfortune of receiving into our employ men whom we afterwards found guilty of forging their references, lying as to their qualifications, drunkards, and thieves, besides a fair sample of the motley crew described by your correspondent "Nnda Veritas," and these are the "gentlemanly assistants" we are asked to take into our homes and treat as sons. No lady troubles herself about the birth or position an assistant may boast of, but she does expect him to behave as a gentleman.

One is often inclined to doubt the existence of the "sacred carpet" or any civilising influence in the homes of some of them.

I am obliged to "Fair Play" for the idea he has given me respecting the code of rules, and shall certainly adopt the same plan; it is a more delicate way of teaching young men behaviour.

Were it not for the narrow-mindedness exhibited in "G. Relwof's" letter, he would have learnt that it is possible for a chemist's wife to have a private income, some part of which she would consider well spent (irrespective of what the business might afford) if, by devoting it to the purpose of paying a high salary to a good assistant, she could secure a small portion of her husband's society. It is not the indoor system, but the assistant's knowledge, which is rotten to the core, and the discipline of a well-ordered household that is objectionable to the untrained and ignorant. I must apologise, sir, for the length of my comments on the absurd grumblings of chemists' assistants, but this shall be my last letter on the subject, and I thank you for allowing me the opportunity of *argumentum ad ignorantiam*.

Yours truly,

A CHEMIST'S WIFE. (18074.)

SIR,—I feel compelled to snatch a few minutes to join in the interesting correspondence, since I am the proud (not to be pitted) possessor of the writer of the letter signed "A Chemist's Wife."

First, let me say that it is entirely her own production, founded on her own experience. Next, I would advise these grumblers of the present day, before rushing into print, to look fairly at their supposed grievances, and then, I think, they must admit that the employer, not the employed, has most cause for dissatisfaction.

They engage themselves to a chemist as assistants, and when they arrive are put to the dispensing-counter. Then the poor chemist finds that with the majority of them the contract is all on one side. He is expected to pay them a salary, do the work, and teach them their business. They know nothing whatever of their Pharmacopœia (which, I think, is a very small matter to expect of a man who styles himself "a chemist's assistant"); they can neither spread a plaster, make a suppository, nor a jujube or pastille, should a doctor require a special one, or even make an infusion or decoction. In the minor details they are quite as inefficient, and cannot be trusted to copy a prescription correctly, write a label, seal a cork, nor wrap a bottle of medicine sufficiently well for the work of a dispensing chemist. After this failure at the dispensing-counter one tries them at putting up stock, and this is done in so slovenly a manner that one calls the apprentice to the rescue. Lastly, we put them at the books so that one can engage more actively in the business oneself but, alas! the failure here is just as great. And this applies equally to the Minor men as to the unqualified—in fact, the best assistant I have ever had was a man who had not the Minor certificate. What would any other business man do under the circumstances? Only imagine a draper or a grocer with such! Then let assistants ask themselves how can their work pay their employer when, if they time themselves, they will find they manage to get out about two mixtures per hour; or, if pills, a box in an hour and a half, and, if silvered or coated during the principal's absence these are sent out so badly that they are returned to him—and this means a rapid decrease in a dispensing chemist's returns. What will some of these grumblers say when they are so placed, and find a decrease of 300% or 400%, which occurred to me when changing managers at a branch; and how can they then expect to be treated in the absurd style they talk of? Other chemists will bear me out when I say that we are now obliged to keep two where one used to be sufficient, and the work was then done better. Let assistants aim at making themselves efficient, and they will then find the indoor system all that can be desired—I always found it so.

As to salaries, it is an easy matter for a competent man to get the 60% to 80%, and even more. I may refer your correspondents to the advertisement columns of your paper as a proof of the scarcity of good assistants.

Let assistants submit to the discipline of the house and the rules that years of experience have taught Mrs. Chemist to establish, and in the pharmacy endeavour to acquire the



ways of their master, who should surely know how best to manage his business after long acquaintance with the particular class of customers amongst whom he happens to be.

Yours truly,

LONDINENSIS. (181/71.)

SIR,—I am surprised at the tone of some of your correspondents, especially with regard to the subject of "dessert." I have had two situations as assistant in the North, three in the South, been dispenser in a public dispensary, surgeon's assistant, and had six months' county hospital life, so I think I can claim experience. Much of this was a quarter of a century ago, but though times alter, principles remain changeless, and the principle here is that the assistant makes the place as much as the master and the mistress. I well remember arriving at a shop where there were three of us. "Well, what sort of a crib is it?" "Oh, fair, but they draw the line"; or else, "Won't associate with you; treat you like a dog," &c. I remarked that I had not engaged to be received into the bosom of an affectionate family, but for business purposes; nevertheless, I accompanied the wife and daughters to a concert within a month. At another place, the only one where I met with anything worthy the name of "dessert," I was the only assistant. I had a tidy little room behind the shop to myself. Every Sunday the servant brought in a double glass of wine—generally good sherry—a little plate of fruit, or nicknacks of some kind. I did not want it in the parlour—I preferred it in my own den; neither did I "spoon" the servant, though I did flirt with the daughter, and was invited to meet company occasionally.

I had another place where the governor, a bachelor, invited me frequently in the evening to his own room for a chat and a nightcap. I have no fault to find with any of my berths, and the fact that some of my successors did so convinces me that the assistant is often the trouble. Since then I have had assistants myself, and kept some of them for years. One went by early morning train to his Minor, and back again at night. "Well, have you passed?" "I think I have, sir." "And what did you think of the examiners?" "Eh, sir, I'd sooner face them any day than you—you're worse than the whole lot put together."

But he never left me till he went into business for himself, and always pretends that he forgets saying so.

Yours truly,

GILGEN. (181/4.)

SIR,—It seems to me that the discussion on the "Contentions of Labour in Pharmacy" is resolving itself into a mere wrangle about the indoor system, and I cannot help thinking that nearly all your correspondents want too much. There are many drawbacks to an indoor crib under the best of circumstances, but I think it is generally an assistant's fault if he is not comfortable. A man who wants to behave in his employer's house exactly as he would in lodgings, and worse than he would at home, can hardly expect to be treated as one of the family. I have known assistants who complained bitterly that they were not allowed to smoke indoors, or to stay up after 11 P.M., &c., and who treated every little concession as an absolute right instead of being grateful for it as a favour. Such selfish individuals can never be comfortable, nor will they until they have learnt to consider others before themselves, and to accommodate themselves, as far as possible, to the wishes of those by whom they are surrounded.

Yours truly,

SATISFIED. (181/32.)

SIR,—Whilst admitting, to a certain extent, that "Audi Alteram Partem" is right when he says that the wives regard the assistants as necessary evils, I must say that "Observer" strikes the right chord in his letter of this week. If the assistant will only treat the wife as the lady of the house should be treated, he will invariably find himself treated as a gentleman should be. I have had over twelve years' experience in the drug-trade, and have filled three indoor situations. If my time had to come over again, I should not object to repeat my experience. Friend "Nuda Veritas" must have been very unfortunate in his experience to make him level the accusation at the trade that there are few gentlemen in it!

Yours faithfully,

Rotherham, Dec. 3.

H. GEO. POPE.

### "Benedict Pills" Trade-mark.

SIR,—Your report of this case (page 796) reminds us of the children's game of "Here we go round by the rule of contraries."

The action was brought by Mr. Geo. Day Horton, of Aston Road, Birmingham, against Mr. Richard Hollick, of 268 Burbury Street, Birmingham, for an injunction, an account of sales, damages, and costs.

Mr. Horton was represented by Mr. Farwell, Q.C., whilst Mr. Lawson (instructed by us) appeared for Mr. Hollick.

On behalf of Mr. Hollick we claimed that the term "Benedict Pills" was common, and could not be the subject of exclusive property, and, on our instructions, Mr. Lawson moved the Court for an order to rectify the Register of Trade-marks. Mr. Farwell, Q.C., who, as we have said, appeared for Mr. Horton on Friday, November 25, admitted the correctness of our contention, and consented that the action brought by his client, Horton, against our client, Hollick, should be dismissed with costs; that Horton's trade-mark should be expunged from the register; (Horton) should pay (Hollick's) costs of the motion to expunge, and also the costs of the Comptroller; and Mr. Justice Chitty made an order in these terms.

Be good enough to amend the report in your next issue, and oblige,

Your obedient servants,

GLAISYER & PORTER,  
Solicitors to Mr. Hollick,  
the Defendant.

Birmingham, Dec. 5.

### Hydrogen Peroxide.

SIR,—Referring to the letter of your correspondent "Spatula" in your issue of November 26, we beg to state that hydrogen peroxide, *if carefully made and properly stored*, can be kept for many weeks and even months without any important loss in strength. We would emphasise the words italicised, as it is only if these points are carefully attended to that "Spatula" and others will have cause to be satisfied with their experience of hydrogen peroxide. If carelessly made hydrogen peroxide is very unstable and rapidly deteriorates. We usually acidify our peroxide slightly before sending out, and, starting with a purified peroxide solution, the finished article is of very considerable stability, and does not require any special addition for purposes of preservation.

As regards storage, it is of course well known that a high temperature favours the decomposition, though that a low temperature is equally prejudicial (as stated by Messrs. Tyrer & Co.) is contrary to experience.

Contact with metal, especially iron, is to be avoided, as the metal is rapidly oxidised at the expense of the peroxide. We would point out that this is hardly an argument in favour of "the looseness of the affinity" (whatever that may mean) of the second molecule (or atom) of oxygen, as if an iron nail be dropped into dilute sulphuric acid, evolution of gas (hydrogen, of course) proceeds with rapidity, though sulphuric acid is not usually classed among the unstable series of bodies, nor is hydrogen considered to possess a "loose affinity" for the rest of the acid molecules.

So much attention has been paid to hydrogen peroxide in recent years that we are surprised that "Spatula" should have found a difficulty in procuring a stable article, though even now there is peroxide and peroxide. For manufacturing purposes especially the stability of the article is all-important (its efficiency—*e.g.*, for bleaching purposes—being universally admitted), as an agent that will not keep for a reasonable length of time could not hope to compete with the cheaper (though less efficient) agents.

For medical and surgical purposes, where it is not so much a matter of cost, the importance of stability is equally self-evident.

Yours faithfully,

W. R. B. BLENKINSOP,  
Managing director for  
May & Baker (Limited).

Battersea, Dec. 7.

### Saccharin in Preserves.

SIR,—A paragraph on this in your last issue appears to me to be misleading.

May I remark that I know preserves are made commercially to keep without using any antiseptic other than



sugar, and that I believe all first-class practical manufacturers are acquainted with this fact?

Further, let me add that it is quite possible to preserve fruits in bottles at the temperature mentioned—viz 180° F.—without calling in the aid of saccharin or any other bodies supposed to possess antiseptic properties.

I should therefore be pleased to learn the advantages saccharin has to offer in these particular cases.

We snely should endeavour to limit the uses of so-called preservatives rather than advocate their addition where they are not in any sense necessary.

I am, yours truly,

Dockhead, Dec. 2.

H. H. ROBINS.

[The protest may be justifiable, but it is in the absence of such knowledge as Mr. Robins possesses that the use of preservatives becomes necessary.—ED.]

#### Reducing the Hours for Assistants.

SIR,—I do not see how the short-hour system can be ever seriously considered for the retail drug-business; instead of this, however, I can thoroughly recommend a plan which has been in existence here and at my other shops for some months, and which gives the utmost satisfaction to my assistants. Instead of requiring them to work six or seven days per week, no one works more than five days per week: none may be absent on Saturdays, but, with this exception, each assistant practically has the choice of his own "off"-day. My assistants are as well paid for their five days as any in the trade who work their six or seven days. And as each has to serve an average of from 350 to 450 customers per day, I find it economy to limit their work to five days per week, and under this system I do not have any early-closing days.

Faithfully yours,

1 Electric Avenue,  
Brixton S.W.

WILLIAM PARKE.

#### What is Hypo?

SIR,—A day or two ago a traveller representing a leading wholesale drug-house called in, and in the course of business I asked him to give me a quotation for 6 cwt. of "hypo." He preferred consulting his firm, who would send quotation on by post. Imagine my surprise when, a day or two later, I receive a note to the following effect:—

"Dear Sir,—Our representative Mr. — requests us to quote you for 6 cwt. of 'hypo.' We think there is some mistake, as we have never heard of the article. If you will kindly confirm we will make inquiries and then be pleased to quote.

"Yours, &c., —"

Considering the position of photography and the part it plays in the chemist's business of to-day, does not such sublime ignorance fill us with a sense of pharmaceutical sympathy?

I am, yours faithfully,

J. H. S. (167/37.)

#### The Condition of Pharmacy in Newcastle.

SIR,—When Mr. Martin was elected to the Council in May, it was hoped that it might be taken as a sign that he intended to do something practical in the way of promoting the progress of pharmacy in Newcastle. For a considerable time there has been a strong feeling in Newcastle that the North of England Pharmaceutical Association, of which he is the chief engineer, is nothing more than an empty name. Though it possesses a good library and museum, and got a grant of 50% from the Society, the whole thing is lying practically useless, and Mr. Martin is severely blamed for this condition of things. The annual meeting (there has not been one for at least three years) should have been held last month, but no notices seem to have been issued, and it is therefore to be hoped that local pharmacists will exert themselves to have this deplorable state of affairs set right. Why should not the local assistants' and apprentices' association meet in these rooms, and have the use of the library and specimens?

Faithfully yours,

Nov. 28.

A NEWCASTLE PHARMACIST. (177/49.)

\* \* Great pressure on our space this week compels us to hold over a number of letters, as well as answers to queries.

## Trade Notes.

THE GUY'S TONIC COMPANY have transferred their counting-house and offices from Lindgate Circus to more convenient rooms at their manufactory, 6 Sloane Square, London, S.W.

MR R. C. COWLEY has now arranged to take over entirely the School of Pharmacy, Newington, Liverpool, until recently carried on by the late Mr. J. S. Ward, and it will be under his own name and supervision.

In this cold weather there is a large consumption of composition essence by those who eschew alcoholic liquors. It may be of interest to the trade to know that Messrs. Potter & Clarke, Raven Row, E.C., send out a very palatable essence neatly put up for sale.

DR. F. ENGELHORN, of the firm of C. F. Böhringer & Söhne, chemical manufacturers, Waldhof, near Mannheim, announces that he has taken over the sole management of the firm, but that Mrs. Ernest Böhringer, the widow of his recently-deceased partner, will retain an interest in the house.

THE JOHANNIS COMPANY (LIMITED) have adopted a new label for their popular natural water, and attach to the neck of each bottle a slip bearing a representation of their lately registered trade-mark, a life-buoy. They have besides lately put a "quarter" bottle on the market, which sells at railway-station bars, &c., at 3d.

MR. JAMES PASCALL, of Blackfriars Road, is putting up stamped-metal boxes of octagonal cough-lozenges to sell at 7½d., and offers for six dozen orders to put them up with the chemist's own name stamped on them. He has also lately introduced encalyptus tablets, and compressed vegetable charcoal pastilles to be used for purifying the breath.

MESSRS. ARMOUR & Co. tell us that they mean to make their new "Nutrient Wine of Beef Peptone" as well known as their pepsin now is. The wine is made from sherry and peptone of beef, the content of the latter being so large that the Inland Revenue authorities allow the wine to be sold without licence. It is, in fact, a true food, and one the value of which should quickly be demonstrated by a brisk demand.

THE Secretary of the Chemists' Aërated and Mineral Waters Association (Limited) asks us to make known to shareholders that, in accordance with the 65th article of association, dividends, if unclaimed for one year after notice thereof has been given, will be forfeited for the benefit of the Association. The directors also request that the coupons should be paid in when due, and not held over, as some are, for about twelve months.

MAY & BAKER (LIMITED), of Battersea, call special attention this week to the properties of strontium lactate and bromide, which they are now manufacturing. We have on several occasions noted the favour with which these strontium salts have been received by French medical men, and that favour has now extended to this country. May & Baker (Limited) also inform us that they are making the disinfectant recommended at the cholera time by the Local Government Board, and can supply it in quantity.

"PARROT" BRAND EUCALYPTUS OIL.—Messrs. J. Bosisto & Co., of Richmond, Melbourne, to whose energy mainly the virtues of eucalyptus oil were recognised by the medical world, are now sending their oil into the market of uniform standard quality, and we are indebted to the courtesy of their agents for a sample of the oil. The oil is distilled from the leaves of the desert species—*E. oleosa*, &c.—and has a specific gravity of 0.915 at 15° C., and yields 35 per cent. of crystallisable encalyptol. These are the manufacturers' factors, but our results confirm them. The oil is of a pale straw colour, has a fragrant odour, and is almost free from the irritant aldehydes which produce coughing; in fact, we get no appreciable distillate below 160° C. The oil is now sent out under one label, and to ensure that retailers obtain it as sent out by the manufacturer it is only sent to England in 1-lb. and 2-lb. bottles, which are obtainable through wholesale houses. The agents, Messrs. Grimwade, Ridley & Co. only supply the oil in original cases of 36 1-lb. 25 2-lb. bottles.